



# भारत का राजपत्र The Gazette of India

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सं० 39] नई दिल्ली, शनिवार, सितम्बर 25, 1982/आश्विन 3, 1904  
No. 39] NEW DELHI, SATURDAY, SEPTEMBER 25, 1982/ASVINA 3, 1904

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके  
Separate paging is given to this Part in order that it may be filed as a separate compilation

## भाग II—खण्ड 3—उप-खण्ड (II) PART II—Section 3—Sub-section (II)

(रक्षा मंत्रालय को छोड़कर) भारत सरकार के मंत्रालयों द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं  
Statutory Orders and Notifications issued by the Ministries of the Government of India  
(other than the Ministry of Defence)

### गृह मंत्रालय

#### शुद्धि पत्र

नई दिल्ली 11 सितम्बर 1982

क्र० आ० 3350—भारत सरकार के राजपत्र भाग II—  
खण्ड 3—उप-खण्ड (ii), दिनांक 12 जून, 1982/खण्ड 22 1904  
के अन्तर्गत पृष्ठ 2216 कालम दो में उक्त मंत्रालय की तारीख 1 जून,  
1982 की अधिसूचना के द्वितीय रूपांतर में “क्र० आ० 2132” के  
स्थान पर “क्र० आ० 2134” पढ़ा जाए।

[सं० यू० 11030/1/82 यू टी एन]

श्रीमती प्रमिला शर्मा, अवसर सचिव

### (कानूनी और प्रशासनिक सुधार विभाग)

नई दिल्ली, 8 सितम्बर, 1982

क्र० आ० 335—राष्ट्रपति, सविधान क अनुच्छेद 309 के  
परन्तुक द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, साधारण नवविषय  
निधि (केन्द्रीय सेवा) नियम 1960 का और संशोधन करने के लिये  
निम्नलिखित नियम बनाने हैं, अर्थात्—

1 (1) इन नियमों का सक्षिप्त नाम साधारण नवविषय निधि  
(केन्द्रीय सेवा) संशोधन नियम 1962 है।

(2) ये राजपत्र में प्रकाशन की तारीख को प्रवृत्त होंगे।

2 साधारण नवविषय निधि (केन्द्रीय सेवा) नियम, 1960 की पांचवीं  
अनुसूची के पैरा 2 के अन्त में, किन्तु पहले परन्तुक से पूर्व, निम्नलिखित  
प्रविष्टियाँ अन्तस्थापित की जायेंगी, अर्थात्—

- 1 चिकित्सा अधीक्षक, मफदरजग अस्पताल, नई दिल्ली।
- 2 चिकित्सा अधीक्षक, डा० राम मनाहर लोहिया अस्पताल, नई दिल्ली।
- 3 निदेशक राष्ट्रीय मलेरिया उन्मूलन कार्यक्रम दिल्ली।
- 4 निदेशक, राष्ट्रीय संचारी रोग संस्थान, दिल्ली।
- 5 डायरेक्टर आल इंडिया इन्स्टीट्यूट आफ फिजीकल मैडिसिन  
एण्ड रिहैबिलिटेशन, मुम्बई।
- 6 डायरेक्टर, आल इंडिया इन्स्टीट्यूट आफ हाईजिन एण्ड पब्लिक  
हेल्थ, कलकत्ता।
- 7 चिकित्सा अधीक्षक, केन्द्रीय मनोरोग विज्ञान संस्थान, रांची।
- 8 डायरेक्टर, जवाहर लाल इन्स्टीट्यूट आफ पोस्टग्रेजुएट मेडिकल  
गेजुवेशन एण्ड रिसर्च पॉइन्जेरी।
- 9 निदेशक केन्द्रीय अनुसंधान संस्थान कसौली।
- 10 डायरेक्टर, सेटुल लेफ्टसी ट्रेनिंग एण्ड रिसर्च इन्स्टीट्यूट  
चिगलपुट।
- 11 डायरेक्टर, पी०सी०जी० बैकमीन लैबोरेट्री गुडशी, मद्रास।
- 12 मिरोबैक्टीरियल एंड कैमिकल अकजामीनर टू दि गवर्नमेंट आफ  
इंडिया, कलकत्ता।

13. प्रधानाचार्य, लेडी हार्डिंग चिकित्सा महाविद्यालय और श्रीमती सुभेना कृष्णानी घग्गनाल, नई दिल्ली।
14. डायरेक्टर, नेशनल ट्र्यूथर क्यूरोसि इन्स्टीट्यूट बंगलौर।
15. निदेशक, केन्द्रीय सरकार स्वास्थ्य योजना, नई दिल्ली।

[सं० 13(1)/विन/82]

के० एम० महादेवन, प्रवर सचिव

**MINISTRY OF HOME AFFAIRS**

(Department of Personnel and Admn. Reforms)

New Delhi, the 8th September, 1982

**S.O. 3351.**—In exercise of the powers conferred by the proviso to article 309 of the Constitution, the President hereby makes the following rules further to amend the General Provident Fund (Central Services) Rules, 1960, namely:—

1. (1) These Rules may be called the General Provident Fund (Central Services) Amendment Rules, 1982.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. In para 2 of the Fifth Schedule to the General Provident Fund (Central Services) Rules, 1960, the following entries shall be inserted at the end but before the first proviso therein, namely:—

1. Medical Superintendent, Safdarjang Hospital, New Delhi.
2. Medical Superintendent, Dr. Ram Manohar Lohia Hospital, New Delhi.
3. Director, National Malaria Eradication Programme, Delhi.
4. Director, National Institute of Communicable Diseases, Delhi.
5. Director, All India Institute of Physical Medicine and Rehabilitation, Bombay.
6. Director, All India Institute of Hygiene and Public Health, Calcutta.
7. Medical Superintendent, Central Institute of Psychiatry, Ranchi.
8. Director, Jawaharlal Institute of Post-Graduate Medical Education and Research, Pondicherry.
9. Director, Central Research Institute, Kasauli.
10. Director, Central Leprosy Training and Research Institute, Chingleput.
11. Director, B.C.G. Vaccine Laboratory, Guindy, Madras.
12. Serologist and Chemical Examiner to the Government of India, Calcutta.
13. Principal, Lady Harding Medical College and Smt. Sucheta Kriplani Hospital, New Delhi.
14. Director, National Tuberculosis Institute, Bangalore.
15. Director Central Government Health Scheme, New Delhi.

[No. 13(1)-Pen/82]

K. S. MAHADEVAN, Under Secy.

**विन संज्ञा**

(राजस्व विभाग)

आदेश

नई दिल्ली, 7 सितम्बर, 1982

स्थाप

का० आ०. 3352.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उपधारा (j) के खण्ड (ख) द्वारा प्रवृत्त

शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा भारत फोर्ज कंपनी लि० पुणे की, मात्र एक लाख पचास हजार रुपए के उस समेकित स्टाम्प शुल्क को भ्रवा करने की अनुमति देती है, जो उक्त कंपनी द्वारा दो करोड़ रुपए के अंकित मूल्य के ऋण पत्रों के रूप में जारी किए जाने वाले ऋण पत्रों पर लगने वाले स्टाम्प शुल्क के रूप में प्रभावी है।

[संख्या 32/82-स्टाम्प/का० संख्या 33/26/82-वि०का०]

भगवान दास, प्रवर सचिव

**MINISTRY OF FINANCE**

(Department of Revenue)

**ORDER**

New Delhi, the 7th September, 1982

**STAMPS**

**S.O. 3352.**—In exercise of the powers conferred by clause (b) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby permits the Bharat Forge Company Limited, Pune to pay consolidated stamp duty of one lakh fifty thousand rupees only, chargeable on account of the stamp duty on bonds in the form of debentures of the face value of two crores of rupees to be issued by the said Company.

[No. 32/82-Stamp/F, No. 33/26/82-ST]

BHAGWAN DAS, Under Secy.

नई दिल्ली, 2 अगस्त, 1982

(आय-कर)

का० आ० 3353.—केन्द्रीय सरकार, आय-कर अधिनियम, 1961 (1961 का 43) की धारा 80 छ की उपधारा 2 (ख) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, "श्री वल्लभानिधर वडिवुडायम्मन मंदिर, वैरवनपट्टी (रामनाथपुरम जिला तमिलनाडु) को, तमिलनाडु में सर्वत्र विख्यात लोक पूजा का स्थान अधिसूचित करती है।

[सं० 4847/का० सं० 176/5/82-आ०का० (ए० I०)]

New Delhi, the 2nd August, 1982

**(INCOME-TAX)**

**S.O. 3353.**—In exercise of the powers conferred by sub-section (2)(b) of Section 80G of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Shri Valarolinathar-Vadivudayamman Temple of Vairavanpatti (Ramnad District, Tamil Nadu)" to be a place of public worship of renown throughout the State of Tamil Nadu.

[No. 4847/F. No. 176/5/82-IT(AI)]

(आय-कर)

का० आ० 3354.—केन्द्रीय सरकार, आयकर अधिनियम, 1961 (1961 का 43) की धारा 80 छ की उपधारा 2 (ख) आयकर प्रवृत्त शक्तियों का प्रयोग करते हुए, "अगनेश्वरा महादेवर मंदिर, त्रिवेन्द्रम (केरल)" को केरल राज्य में सर्वत्र विख्यात लोक पूजा का स्थान अधिसूचित करती है।

[सं० 4848/का० सं० 176/12/82-आ०का० (एआई)]

**(INCOME-TAX)**

**S.O. 3354.**—In exercise of the powers conferred by sub-section (2)(b) of Section 80G of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "The Agneeswara Mahadevar Temple, Trivandrum (Kerala)" to be a place of public worship of renown throughout the State of Kerala.

[No. 4848/F. No. 176/12/82-IT (AI)]

आय-कर

कां.आं. 3355.—केन्द्रीय सरकार आय-कर अधिनियम, 1961 (1961 का 43) की धारा 80 छ की उपधारा 2 (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, "श्री वेनुगोपाल स्वामी मठ", कुन्नावक्कम, चिङ्गल-पट्टु जिला (तमिल नाडु) राज्य में सर्वत्र विख्यात लोक पूजा का स्थान अधिसूचित करता है।

[सं. 4549/फां.सं. 176/51/82-आं.कं.ए.आई.]

## INCOME TAX

S.O. 3355.—In exercise of the powers conferred by sub-section (2) (b) of Section 80C of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Shri Venugopalaswamy Temple, Kunnavakkam, Chengleput Dist. (Tamil Nadu)" to be a place of public worship of renown throughout the State of Tamil Nadu.

[No. 4849/F. No. 176/5/82-IT (AD)]

नई दिल्ली, 6 अगस्त, 1982

(आय-कर)

कां.आं. 3356.—केन्द्रीय सरकार, आय-कर अधिनियम, 1961 (1961 का 43) की धारा 10 की उपधारा (23-ग) के खण्ड (v) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, 'लोचोला कालिज समाईटी' को निर्धारण वर्ष 1980-81 से 1982-83 के अन्तर्गत आने वाली अवधि के लिए उक्त धारा के प्रयोजनार्थ अधिसूचित करती है।

[सं. 4858/फां.सं. 197/94/81-आं.कं.ए. I.]

New Delhi, the 6th August, 1982

## (INCOME-TAX)

S.O. 3357.—In exercise of the powers conferred by clause (v) of sub-section (23C) of section 10 of the Income-tax Act, 1961 (43 of 1961), The Central Government hereby notifies 'Loyola College, Society' for the purpose of the said section for the period covered by the assessment years 1980-81 to 1982-83.

[No. 4858/F. No. 197/94/81-IT (AI)]

नई दिल्ली, 16 अगस्त, 1982

(आय-कर)

कां.आं. 3357.—केन्द्रीय सरकार, आय-कर अधिनियम, 1961 (1961 का 43) की धारा 10 की उपधारा (23-ग) के खण्ड (v) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, "श्री कृष्णापुर मठ, उदुपी" को निर्धारण वर्ष 1980-81 से 1982-83 के अन्तर्गत आने वाली अवधि के लिए उक्त धारा के प्रयोजनार्थ अधिसूचित करती है।

[सं. 4869/फां.सं. 197/222/80-आं.कं.ए. I.]

मिलाप जैन, अवर सचिव

New Delhi, the 16th August, 1982

## (INCOME-TAX)

S.O. 3357.—In exercise of the powers conferred by clause (v) of sub-section (23C) of section 10 of the Income-tax Act, 1961 (43 of 1961), The Central Government hereby notifies "Sri Krishnapur Mutt, Udipi" for the purpose of the said section for the period covered by the assessment years 1980-81 to 1982-83.

[No. 4869/F. No. 197/222/80-IT(AI)]  
MILAP JAIN, Under Secy.

नई दिल्ली, 19 मार्च, 1982

(आय-कर)

कां.आं. 3358.—आय-कर अधिनियम, 1961 (1961 का 43) की धारा 2 के खण्ड (41) के उप-खण्ड (iii) का अनुसरण करते हुए,

श्री भारत सरकार के राजस्व विभाग की दिनांक 30-6-80 की अधिसूचना सं. 3500 (फां.सं. 398/15/80-आं.कं.ब.) का अधिलेखन करने हुए, केन्द्रीय सरकार, एतद्वारा, श्री एस.सी. वीरानी को, जो केन्द्रीय सरकार के राजपत्रित अधिकारी हैं, उक्त अधिनियम के अन्तर्गत कर वसूली अधिकारों की शक्तियों का प्रयोग करने के लिये प्राधिकृत करती है।

2. यह अधिसूचना श्री एस.सी. वीरानी द्वारा कर वसूली अधिकारी के पद का कार्यभार ग्रहण करने की तारीख से लागू होगी।

[सं. 4519/फां.सं. 398/5/82-आं.कं.ब.]

New Delhi, the 19th March, 1982

## (INCOME-TAX)

S.O. 3358.—In pursuance of sub-clause (iii) of clause (44) of section 2 of the Income-tax Act, 1961 (43 of 1961), and in supersession of Notification of the Government of India in the Department of Revenue No. 3500 (F. No. 398/15/80-ITB) dated 30-6-80, the Central Government hereby authorises Shri S. C. Virani being a Gazetted Officer of the Central Government, to exercise the powers of a Tax Recovery Officer under the said Act.

2. This Notification shall come into force with effect from the date Shri S. C. Virani takes over charge as Tax Recovery Officer.

[No. 4519/F. No. 398/5/82-ITB]

## केन्द्रीय प्रत्यक्ष कर बोर्ड

## प्रादेश

नई दिल्ली, 19 मार्च, 1982

कां.आं. 3359.—आय-कर (प्रमाण-पत्र संबंधी कार्यवाही) नियमावली, 1962 के नियम 6 द्वारा प्रदत्त शक्तियों का अनुसरण करते हुए श्री केन्द्रीय प्रत्यक्ष कर बोर्ड के दिनांक 30-6-80 की प्रादेश सं. 3501 (फां.सं. 398/15/80-आं.कं.ब.) का अधिलेखन करते हुए, केन्द्रीय प्रत्यक्ष कर बोर्ड एतद्वारा निदेश देता है कि भारत सरकार के वित्त मंत्रालय (राजस्व विभाग) की दिनांक 19 मार्च, 1982 की अधिसूचना सं. 4519 (फां.सं. 398/5/82-आं.कं.ब.) के अन्तर्गत कर वसूली अधिकारों की शक्तियों का प्रयोग करने के लिये केन्द्रीय सरकार द्वारा प्राधिकृत श्री एस.सी. वीरानी, महाराष्ट्र के निम्नलिखित राजस्व जिलों के बारे में क्षेत्राधिकार का प्रयोग करेंगे।

1. नागपुर
2. अमरावती
3. वर्धा
4. भंडारा
5. बुलढाना
6. चन्द्रपुर
7. अकोला
8. यवतमास

2. यह प्रादेश श्री एस.सी. वीरानी द्वारा कर वसूली अधिकारी के पद का कार्यभार ग्रहण करने की तारीख से लागू होगा।

[सं. 4520/फां.सं. 398/5/82-आं.कं.ब.]

एन. के. शुक्ल, अवर सचिव

## CENTRAL BOARD OF DIRECT TAXES

## ORDER

New Delhi, the 19th March, 1982

**S.O. 3359.**—In pursuance of the powers conferred by rule 6 of the Income-tax (Certificate Proceedings) Rules, 1962 and in supersession of Central Board of Direct Taxes Order No. 3501(F. No. 398/15/80-ITB), dated 30-6-80 the Central Board of Direct Taxes, hereby directs that Shri S. C. Virani authorised by the Central Government to exercise the powers of a Tax Recovery Officer under the Notification of the Government of India in the Ministry of Finance (Department of Revenue) 4519(F. No. 398/5/82-ITB), dated 19th March, 1982 shall exercise jurisdiction in respect of the following revenue Districts of Maharashtra :

- (1) Nagpur
- (2) Amravati
- (3) Wardha
- (4) Bhandara
- (5) Buldhana
- (6) Chandrapur
- (7) Akola
- (8) Yavatmal.

2. This order shall come into force with effect from the date Shri S. C. Virani takes over charge as Tax Recovery Officer.

[No. 4520/F. No. 398/5/82-IT(B)]

N. K. SHUKLA, Under Secy.

(आर्थिक कार्य विभाग)

(बैंकिंग प्रभाग)

नई दिल्ली, 30 अगस्त, 1982

**क्र० आ० 3361.**—केन्द्रीय सरकार राजभाषा (संघ के शासकीय प्रयोजन के लिए प्रयोग) नियम, 1976 के नियम 10 के उपनियम (4) के अनुसरण में संलग्न अनुबंध में सूचीबद्ध बैंकों के कार्यालयों को, जिनके कर्मचारी-वृन्द ने हिन्दी का कार्यमाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है।

अनुबन्ध

यूनाइटेड कमर्शियल बैंक

1 मध्य प्रदेश मंडल

1. यूनाइटेड कमर्शियल बैंक,

पोस्ट : सेहराई,

तहसील : मुंगोली,

जिला : गुना (म० प्र०)

2. यूनाइटेड कमर्शियल बैंक,

मेम बाजार,

पिपलोदा बागला,

जिला उज्जैन (म० प्र०)

3. यूनाइटेड कमर्शियल बैंक,

ग्वारिघाट शाखा,

पोला पाथर,

परफेक्ट पाठरी के सामने,

ग्वारिघाट,

जबलपुर (म० प्र०)

## केन्द्रीय उत्पादन शुल्क और सीमा-शुल्क बोर्ड

नई दिल्ली, 25 सितम्बर, 1982

**क्र. आ. 3360.**—केन्द्रीय उत्पाद-शुल्क और सीमा-शुल्क बोर्ड सीमा-शुल्क अधिनियम, 1962 (1962 का 52) की धारा 9 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, कर्नाटक राज्य के बंगलौर जिले के दक्षिणी बंगलौर ताल्लुक में हूडी गांव को भाण्डागारण केंद्र के रूप में घोषित करता है।

[सं. 214/82-सीमा-शुल्क/क्र. सं. 473/139/82-सी शं.-7]

एन. के. कपूर, अवर सचिव

## CENTRAL BOARD OF EXCISE AND CUSTOMS

New Delhi, the 25th September, 1982

**S.O. 3360.**—In exercise of the powers conferred by section 9 of the Customs Act, 1962 (52 of 1962), the Central Board of Excise and Customs hereby declares village Hoodi in Bangalore South Taluk of Bangalore District in the State of Karnataka, to be a warehousing station.

[No. 214/82-Customs/F. No. 473/139/82-Cus. VII]

N. K. KAPUR, Under Secy.

(Department of Economic Affairs)

(BANKING DIVISION)

New Delhi, the 30th August, 1982

**S.O. 3361.**—In pursuance of Sub-rule 4 of rule 10 of the Official Language (use for official purposes of the Union) Rules 1976, the Central Government hereby notifies the offices of the Banks listed in the attached Annexure, the staff where of have acquired the working knowledge of Hindi.

## ANNEXURE

## UNITED COMMERCIAL BANK

## 1. Madhya Pradesh Division

1. United Commercial Bank

Post : Sehraia,

Tehsil : Mungaoli,

Dist. : Guna (M.P.)

2. United Commercial Bank,

Main Bazar,

Piploda Bagla,

Dist. : Ujjain (M.P.)

3. United Commercial Bank,

Gwarighat Branch,

Poly Pathar,

Opp. Perfect Pottery,

Gwarighat,

Jabalpur (M.P.)

4. यूनाइटेड कमर्शियल बैंक,  
मोती कटला बाजार,  
पोस्ट : श्योपुर कला,  
जिला : मुरैना (म० प्र०)
5. यूनाइटेड कमर्शियल बैंक,  
मिरसा रोड,  
पोस्ट : कोहका,  
जिला : दुर्ग (म० प्र०)  
पिन : 490028

**बिहार मंडल**

1. यूनाइटेड कमर्शियल बैंक,  
इशीपुर-बाराहाट,  
जिला भागलपुर (बिहार)
2. यूनाइटेड कमर्शियल बैंक,  
पो० बैग सं० 11,  
"श्री लाल सदन",  
जोरापोखर,  
पाथरडीह - 828 119  
जिला धनबाद (बिहार)
3. यूनाइटेड कमर्शियल बैंक,  
बहादुरपुर शाखा,  
जिला दरभंगा (बिहार)
4. यूनाइटेड कमर्शियल बैंक,  
गमरिया - 832 108  
जिला - सिंहभूम (बिहार)
5. यूनाइटेड कमर्शियल बैंक,  
सनोखरहाट शाखा,  
ग्राम एवं डाकघर- मनोखर बाजार,  
वाया एकचारी, पिन-813 204  
जिला भागलपुर (बिहार)

**पंजाब नेशनल बैंक**

1. क्षेत्रीय कार्यालय, लखनऊ  
10 अशोक मार्ग, लखनऊ
2. क्षेत्रीय कार्यालय, जयपुर,  
105-बी, यूनिवर्सिटी मार्ग,  
बापू नगर, जयपुर
3. क्षेत्रीय कार्यालय, नई दिल्ली  
चन्द्रलोक, जनपथ,  
नई दिल्ली
4. क्षेत्रीय कार्यालय, दिल्ली  
चन्द्रलोक, जनपथ  
नई दिल्ली
5. क्षेत्रीय कार्यालय, रांची  
राधेशम गैरेज रोड,  
ओल्ड कमिशनर्स कंपाउण्ड,  
रांची
6. क्षेत्रीय कार्यालय, आगरा,  
विभव नगर, शमसाद रोड,  
आगरा

4. United Commercial Bank,  
Moti Katla Bazar,  
P.O. : Sheopur Kalan,  
Distt : Morena (M.P.)

5. United Commercial Bank,  
Sirsa Road,  
P.O. : Kohka,  
Distt. : Durg (M.P.)  
PIN : 490 028

**BIHAR DIVISION**

1. United Commercial Bank,  
Ishipur-Barahat,  
Dist. Bhagalpur (Bihar).
2. United Commercial Bank,  
Post Bag No. 11,  
"Sri Lal Sadan",  
Jorapokhar,  
Patherdih-828 119  
Dist. Dhanbad (Bihar).
3. United Commercial Bank,  
Bahadurpur Branch,  
Dist. Darbhanga (Bihar).
4. United Commercial Bank,  
Gamaria-832 108,  
Dist. Singhbhum (Bihar).
5. United Commercial Bank,  
Sanokharhat Branch,  
Vill. & Post : Sanokhar Bazar,  
Via, Ekchhari Pin. 813 204,  
Dist. Bhagalpur (Bihar).

**PUNJAB NATIONAL BANK**

1. Zonal Office, Lucknow,  
10, Ashok Marg : Lucknow.
2. Regional Office, Jaipur,  
105-B, University Marg,  
Bapu Nagar : Jaipur.
3. Regional Office, New Delhi,  
Chanderlok Building,  
Janpath : New Delhi.
4. Regional Office, Delhi,  
Chandarlok Building,  
Janpath : New Delhi.
5. Regional Office, Ranchi,  
Radhey Sham Garage Road,  
Old Commissioner Compound,  
Ranchi.
6. Regional Office, Agra,  
Vibhav Nagar,  
Samsabad Road,  
Agra.

7. क्षेत्रीय कार्यालय, भोपाल,  
विधान सभा के सामने,  
भोपाल

8. क्षेत्रीय कार्यालय, जोधपुर,  
डा० सम्पूर्णानन्द मार्ग,  
ए-36, शास्त्री नगर,  
जोधपुर

9. क्षेत्रीय कार्यालय, रोहतक,  
दिल्ली रोड,  
रोहतक

### 3 स्टेट बैंक ऑफ इन्दौर

1. प्रधान कार्यालय,  
5, यशवन्त निवास रोड,  
इन्दौर-452 003 (म० प्र०)

2. यशवन्त रोड,  
1, प्रिंस यशवन्त रोड,  
पो० बा० सं० 29,  
इन्दौर-452 004 (म० प्र०)

3. भोपाल  
113, मारवाड़ी रोड,  
भोपाल

4. भोपाल,  
(टी० टी० नगर)  
29, पंचानन रोड

5. इन्दौर  
(क्लाथ मार्केट)  
73, सीतलामाता बाजार

6. इन्दौर  
(इंडस्ट्रियल इस्टेट)  
96, इंडस्ट्रियल इस्टेट,  
पो० बा० सं० 207

7. इन्दौर  
एम० जी० रोड,  
कोठारी मार्केट,  
तोपखाना

8. इन्दौर  
नवलखा  
नई अनाज मंडी

9. इन्दौर  
(पलसीकर कॉलोनी)  
22, पलसीकर कॉलोनी  
पो० बा० सं० 6

10. इन्दौर  
(राजमोहल्ला)  
236, जवाहर मार्ग

11. इन्दौर  
(संयोगितागज)  
74, श्रद्धानंद मार्ग,  
पो० बा० सं० 102

12. इन्दौर  
(सियागज)  
9, महारानी रोड

7. Regional Office Bhopal,  
Opp. Vidhan Sabha,  
Bhopal.

8. Regional Office Jodhpur,  
Dr. Sampurnanand Marg,  
A-36, Shastri Nagar,  
Jodhpur.

9. Regional Office Rohtak,  
Delhi Road,  
Rohtak.

### 3. STATE BANK OF INDORE

1. Head Office,  
5, Yeshwant Niwas Road,  
Indore (M.P.) 452 003,

2. Yeshwant Road Branch  
1, Prince Yeshwant Road,  
P.B. No. 29,  
Indore-452 004 (M.P.)

3. BHOPAL  
113, Marwarl Road,  
Bhopal.

4. BHOPAL  
(T.T. Nagar)  
29, Panchanan Road.

5. INDORE  
(Cloth Market)  
73, Sitlamata Bazar.

6. INDORE  
(Industrial Estate),  
96, Industrial Estate,  
P.B. No. 207.

7. INDORE  
M.G. Road,  
Kothari Market,  
Topkhana

8. INDORE  
Navlakha  
New Grain Mandi.

9. INDORE  
(Palsikar Colony)  
22, Palsikar Colony,  
P.O. B. No. 6

10. INDORE  
(Rajmohalla)  
236, Jawahar Marg

11. INDORE  
(Sanyogitaganj)  
74, Shradhanand Marg,  
P.O. B. No. 102

12. INDORE  
(Siyaganj)  
9, Maharani Road.

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| 13. इंदौर<br>(यशवंत निवास रोड),<br>5. यशवंत निवास रोड       | 13. INDORE<br>(Yeshwant Niwas Road)<br>5, Yeshwant Niwas Road |
| 14. महू<br>33/34, मेन स्ट्रीट                               | 14. MHOW<br>33/34, Main Street.                               |
| 15. उज्जैन<br>कंठल रोड                                      | 15. UJJAIN<br>Kanthal Road.                                   |
| 16. दिल्ली<br>चांदनी चौक<br>कूचा बैजनाथ                     | 16. DELHI<br>Chandni Chowk<br>Kutchai Baijnath.               |
| 17. नई दिल्ली<br>एम- 94, कनाउट सर्कस<br>सुपर बाजार के सामने | 17. NEW DELHI<br>M-94, Cannaught Circus<br>Opp. Super Bazar.  |
| 18. देवास<br>10, बंबई आगरा रोड                              | 18. DEWAS<br>10, Bombay Agra Road.                            |
| 19. देवास<br>(अमाना)  | 19. DEWAS<br>(Amana)  |
| 20. धार<br>आनंद चौक   | 20. DHAR<br>Anand Chowk.                                      |
| 21. गुना<br>म० प्र०   | 21. GUNA<br>M.P.  |
| 22. जवाहरपुर<br>771, जवाहरगंज,<br>कमानिया गेट               | 22. JAWALPUR<br>771, Jawaharganj<br>Kamaniya Gate.            |
| 23. जावरा<br>726, जवाहर पथ                                  | 23. JAORA<br>726, Jawahar Path.                               |
| 24. रतलाम<br>बजाजखाना                                       | 24. RATLAM<br>Bajajkhana.                                     |
| 25. शिवपुरी<br>म० प्र०                                      | 25. SHIVPURI<br>M.P.  |
| 26. विदिशा<br>म० प्र०                                       | 26. VIDISHA<br>M.P.   |
| 27. बैरागढ़<br>भोपाल, म० प्र०                               | 27. BAIRAGARH<br>Bhopal, M.P.                                 |
| 28. शाहपुरा<br>सेक्टर ई-5/193<br>भोपाल                      | 28. SHAHPURA<br>Sector E-5/193<br>BHOPAL                      |
| 29. बुरहानपुर<br>पूर्वी निमाड़,<br>म० प्र०                  | 29. BURHANPUR<br>East Nimar, M.P.                             |
| 30. इच्छापुर<br>पूर्वी निमाड़, म० प्र०                      | 30. ICHHAPUR<br>East Nimar, M.P.                              |
| 31. खडवा<br>पूर्वी निमाड़, म० प्र०                          | 31. KHANDWA<br>East Nimar, M.P.                               |
| 32. लोनी<br>पूर्वी निमाड़, म० प्र०                          | 32. LONI<br>East Nimar, M.P.                                  |
| 33. निमार्खेडी<br>पूर्वी निमाड़, म० प्र०                    | 33. NIMARKHEDI<br>East Nimar, M.P.                            |
| 34. ओंकारेश्वर<br>पूर्वी निमाड़, म० प्र०                    | 34. ONKARESHWAR<br>East Nimar, M.P.                           |
| 35. बामोरी<br>28, विजयनगर<br>इंदौर                          | 35. BAMORI<br>28, Vijaya Nagar<br>INDORE                      |
| 36. देपालपुर<br>जिला इंदौर, म० प्र०                         | 36. DEPALPUR<br>Dist. Indore, M.P.                            |
| 37. कम्पेल<br>जिला इंदौर, म० प्र०                           | 37. KAMPOL<br>Dist. Indore, M.P.                              |

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| 38. लक्ष्मीबाई नगर<br>इंदौर, म० प्र०   | 38. LAXMIBAI NAGAR<br>Indore, M.P.  |
| 39. महेशनगर<br>गुलाब पार्क<br>राजमोहल्ला, इंदौर                                    | 39. MAHESH NAGAR<br>Gulab Park,<br>Raj Mohalla, Indore                                  |
| 40. मिल एरिया<br>हुकुमचन्द मिल पाउन्ड<br>शीलनाथ कैम्प<br>पी० बा० सं० 210,<br>इंदौर | 40. MILL AREA<br>Hukumchand Mill Compound<br>Shilnath Camp,<br>P.B. No. 210,<br>INDORE. |
| 41. म्युनिसिपल कारपोरेशन<br>इंदौर म्युनिसिपल कारपोरेशन<br>कम्पाउन्ड, इंदौर         | 41. MUNICIPAL CORPORATION<br>Indore Municipal Corporation,<br>Compound, Indore.         |
| 42. परदेशीपुरा<br>40, परदेशीपुरा<br>मार्ग सं० 1, इंदौर                             | 42. PARDESHIPURA<br>40, Pardeshipura<br>Road No. 1, Indore.                             |
| 43. पत्रकार कालोनी<br>24, पत्रकार कालोनी<br>इंदौर                                  | 43. PATRAKAR COLONY<br>24, Patrakar Colony,<br>Indore.                                  |
| 44. फडनीस कालोनी<br>140, फडनीस कालोनी<br>बम्बई-आगरा मार्ग<br>इंदौर                 | 44. PHADNIS COLONY,<br>140, Phadnis Colony,<br>Bombay-Agra Road,<br>Indore.             |
| 45. राजवाड़ा चौक<br>इंदौर  | 45. RAJWADA CHOWK<br>Indore.  |
| 46. सांवेर<br>जिला इंदौर (म० प्र०)   | 46. SANWER<br>Dist. Indore, M.P.  |
| 47. सुक्लिया<br>जिला इंदौर (म० प्र०)   | 47. SUKLIA<br>Dist. Indore, M.P.  |
| 48. युनिवर्सिटी कैम्पस<br>रविश्वनाथ टेगोर मार्ग<br>इंदौर                           | 48. UNIVERSITY CAMPUS<br>R. Tagore Marg<br>Indore.                                      |
| 49. वल्लभनगर,<br>जी० एम० आई० टी० एम० कैम्पस,<br>पार्क रोड,<br>इंदौर                | 49. VALLABH NAGAR<br>G.S.I.T.S. Campus,<br>Park Road,<br>Indore.                        |
| 50. बरनगर<br>106, राजेन्द्र मार्ग,<br>जिला उज्जैन (म० प्र०)                        | 50. BARNAGAR<br>106, Rajendra Marg,<br>Dist. Ujjain, M.P.                               |
| 51. कनासिया<br>जिला उज्जैन (म० प्र०)   | 51. KANASIA,<br>Dist. Ujjain, M.P.  |
| 52. माहिदपुर<br>जिला उज्जैन (म० प्र०)  | 52. MAHIDPUR<br>Distt. Ujjain, M.P.   |
| 53. माहिदपुर, कृषि विकास शाखा<br>टाउन हाल के सामने                                 | 53. MAHIDPUR Agri. Dev. Branch,<br>Opp. Town Hall.                                      |
| 54. तराना<br>जिला उज्जैन (म० प्र०)   | 54. TARANA,<br>Dist. Ujjain, M.P.   |
| 55. उज्जैन,<br>फ्रीगंज,<br>8, वराह मिहिर मार्ग                                     | 55. UJJAIN<br>Freeganj,<br>6, Varah Mihir Marg.   |
| 56. उज्जैन<br>पाटनी बाजार  | 56. UJJAIN<br>Patni—Bazar   |
| 57. अंजड़<br>जिला पश्चिमी निमाड़,<br>म० प्र०                                       | 57. ANJAD<br>Dist. West Nimar,<br>M.P.  |



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| 58. बैडिया<br>जिला पश्चिमी निमाड<br>म० प्र०  | 58. BAIDIA,<br>Dist. West Nimar,<br>M.P.   |
| 59. बड़वाह<br>जिला पश्चिमी निमाड<br>म० प्र०  | 59. BARWAHA<br>Dist. West Nimar,<br>M.P.   |
| 60. बड़वानी<br>जिला पश्चिमी निमाड<br>म० प्र०                                       | 60. BARWANI<br>Dist. West Nimar<br>M.P.  |
| 61. भीकनगाव<br>जिला पश्चिमी निमाड<br>म० प्र०                                       | 61. BHIKANGAON<br>Dist. West Nimar,<br>M.P.  |
| 62. बिम्बान<br>जिला पश्चिमी निमाड<br>म० प्र०                                       | 62. BISTAN<br>Dist. West Nimar,<br>M.P.  |
| 63. चोर्ली<br>जिला पश्चिमी निमाड<br>म० प्र०  | 63. CHOLI<br>Dist. West Nimar,<br>M.P.   |
| 64. गोगावा<br>जिला पश्चिमी निमाड<br>म० प्र०  | 64. GOGAWA<br>Dist. West Nimar,<br>M.P.  |
| 65. जुलवानिया<br>जिला पश्चिमी निमाड<br>म० प्र०                                     | 65. JULWANIA<br>Dist. West Nimar,<br>M.P.  |
| 66. कसरावद<br>जिला पश्चिमी निमाड<br>म० प्र०  | 66. KASRAWAD<br>Dist. West Nimar,<br>M.P.  |
| 67. खरगोन<br>जिला पश्चिमी निमाड<br>म० प्र०   | 67. KHARGONE,<br>Dist. West Nimar,<br>M.P.   |
| 68. खेतिया<br>नगरपालिका भवन<br>खेतिया पानसेमल रोड<br>जिला पश्चिमी निमाड<br>म० प्र० | 68. KHETIA<br>Nagar Palika Bhawan,<br>Khetia Pansemal Road,<br>Dist. West Nimar,<br>M.P. |
| 69. महेश्वर<br>जिला पश्चिमी निमाड<br>म० प्र०                                       | 69. MAHESHWAR<br>Dist. West Nimar,<br>M.P.   |
| 70. पानसेमल<br>जिला पश्चिमी निमाड<br>म० प्र०                                       | 70. PANSEMAL<br>Dist. West Nimar,<br>M.P.  |
| 71. पीपलगोन<br>जिला पश्चिमी निमाड<br>म० प्र०                                       | 71. PIPALGONE<br>Dist. West Nimar<br>M.P.  |
| 72. राजपुर (बड़वानी)<br>जिला पश्चिमी निमाड<br>म० प्र०                              | 72. RAJPUR (Barwani)<br>Dist. West Nimar,<br>M.P.  |
| 73. सनावद<br>110, भवानी रोड,<br>जिला पश्चिमी निमाड,<br>म० प्र०                     | 73. SANAWAD<br>110, Bhawani Road,<br>Dist. West Nimar,<br>M.P.                           |
| 74. सनावद कृषि विकास शाखा<br>भवानी रोड,<br>जिला पश्चिमी निमाड,<br>म० प्र०          | 74. SANAWAD (ADB)<br>Bhawani Road,<br>Dist. West Nimar,<br>M.P.                          |

75. सेंधवा  
जिला पश्चिमी निमाड,  
म० प्र०
76. बागली  
जिला देवास,  
म० प्र०
77. भौरसा  
जिला देवास,  
म० प्र०
78. देवास  
बैंक नोट प्रेस कंप्रेस  
जिला देवास, म० प्र०
79. कनौद  
जिला देवास, म० प्र०
80. खातेगांव  
जिला देवास, म० प्र०
81. सोनकच्छ  
जिला देवास, म० प्र०
82. उदयनगर  
जिला देवास, म० प्र०
83. बदनावर  
23, महात्मा गांधी मार्ग  
जिला धार, म० प्र०  
बदनावर
84. कृषि विकास शाखा  
जिला धार, म० प्र०
85. बाकानेर  
जिला धार, म० प्र०
86. बिड़वाल  
जिला धार, म० प्र०
87. धरमपुरी  
जिला धार, म० प्र०
88. गंधवानी  
जिला धार, म० प्र०
89. कोड  
जिला धार, म० प्र०
90. कुक्षी  
जिला धार, म० प्र०
91. मनीवर  
जिला धार, म० प्र०
92. पीथमपुर  
जिला धार, म० प्र०
93. राजगढ़ (धार)  
जिला धार, म० प्र०
94. तिरला  
जिला धार, म० प्र०
95. इटारसी  
जिला होमगाबाद, म० प्र०
96. जबलपुर  
(गोरखपुर)  
अम्बिका भवन  
4, गोरखपुर
97. जबलपुर (रामपुर)  
जिला जबलपुर, म० प्र०
98. जबलपुर (रानी)  
जिला जबलपुर, म० प्र०
99. अलीराजपुर  
जिला झाबुआ, म० प्र०
75. SENDHWA  
Dist. West Nimar,  
M.P.
76. BAGLI  
Dist. Dewas,  
M.P.
77. Bhaursa  
Dist. Dewas,  
M.P.
78. DEWAS  
Bank Note Press,  
Dist. Dewas, M.P.
79. KANNOD  
Dist. Dewas, M.P.
80. KHATEGAON  
Dist. Dewas, M.P.
81. SONKATCH  
Dist. Dewas, M.P.
82. UNDAINAGAR  
Dist. Dewas, M.P.
83. BADNAWAR  
23, M.G. Road,  
Dist. Dhar, M.P.
84. BADNAWAR,  
Agri. Dev. Branch,  
Dist. Dhar, M.P.
85. BAKANER  
Dist. Dhar, M.P.
86. BIDWAL  
Dist. Dhar, M.P.
87. DHARAMPURI  
Dist. Dhar, M.P.
88. GANDHWANI  
Dist. Dhar, M.P.
89. KOD  
Dist. Dhar, M.P.
90. KUKSHI  
Dist. Dhar, M.P.
91. MANAWAR  
Dist. Dhar, M.P.
92. PITHAMPUR  
Dist. Dhar, M.P.
93. RAJGARH (Dhar),  
Dist. Dhar, M.P.
94. TIRLA  
Dist. Dhar, M.P.
95. ITARSI  
Dist. Hoshangabad, M.P.
96. JABALPUR  
(Gorukhpur)  
Ambika Bhawan,  
4, Gorakhpur
97. JABALPUR (Rampur)  
Dist. Jabalpur, M.P.
98. JABALPUR (Ranihi)  
Dist. Jabalpur, M.P.
99. ALIRAJPUR  
Dist. Jhabua, M.P.

100. जौबट जिला भाबुआ, म० प्र०	100. JOBAT Distt. Jhabua, M.P.
101. खवासा जिला भाबुआ, म० प्र०	101. KHAWASA Dist. Jhabua, M.P.
102. पेटलावाद जिला भाबुआ, म० प्र०	102. PETLAWAD Dist. Jhabua M.P.
103. थोदला जिला भाबुआ, म० प्र०	103. THANDLA Dist. Jhabua M.P.
104. भानपुरा जिला मन्दसौर, म० प्र०	104. BHANPURA Dist. Mandsaur, M.P.
105. बालिधा जिला मन्दसौर, म० प्र०	105. BOLIA Distt. Mandsaur, M.P.
106. गांधी सागर जिला मंदसौर, म० प्र०	106. GANDHISAGAR Distt. Mandsaur, M.P.
107. गरोट, जिला मन्दसौर, म० प्र०	107. GAROTH Dist. Mandsaur, M. P.
108. जाधव जिला मन्दसौर, म० प्र०	108. JAWAD Distt. Mandsaur, M.P.
109. खावडा जिला मन्दसौर, म० प्र०	109. KHADAWADA Distt. Mandsaur, M.P.
110. मल्हारगढ़ जिला मन्दसौर, म० प्र०	110. MALHARGARH Distt. Mandsaur, M.P.
111. मन्दसौर जिला मंदसौर, म० प्र०	111. MANDSAUR Distt. Mandsaur, M.P.
112. नाहलगढ़ जिला मन्दसौर, म० प्र०	112. NAHARGARH Distt. Mandsaur, M.P.
113. नयागाव जिला मंदसौर, म० प्र०	113. NAYAGAON Distt. Mandsaur, M.P.
114. नीमच जिला मंदसौर, म० प्र०	114. NEEMUCH Distt. Mandsaur, M.P.
115. रामपुरा जिला मन्दसौर, म० प्र०	115. RAMPURA Distt. Mandsaur, M.P.
116. सिंगोली जिला मंदसौर, म० प्र०	116. SINGOLI Distt. Mandsaur, M.P.
117. सीतामऊ जिला मन्दसौर, म० प्र०	117. SITAMAU Distt. Mandsaur, M.P.
118. टीलाखेडा (पिपल्यामंडी) जिला मन्दसौर, म० प्र०	118. TILAKHEDA (Pipliyamandi) Distt. Mandsaur, M.P.
119. रायपुर जिला रायपुर, म० प्र०	119. RAIPUR Distt. Raipur, M.P.
120. रालोट जिला रतलाम, म० प्र०	120. ALOT Distt. Ratlam, M.P.
121. धरड जिला रतलाम, म० प्र०	121. DHARAD Distt. Ratlam, M.P.
122. डोडर जिला रतलाम, म० प्र०	122. DHODHAR Distt. Ratlam, M.P.
123. जावरा कृषि विकास शाखा नीली कोठी, जिला रतलाम, म० प्र०	123. JAORA (Agri. Dev. Br.) Nili Kothi Distt. Ratlam, M.P.
124. पिपलोडा जिला रतलाम, म० प्र०	124. PIPLODA Distt. Ratlam, M.P.
125. रतलाम, इंडस्ट्रियल इस्टेट जिला रतलाम, म० प्र०	125. RATLAM Industrial Estate Distt. Ratlam M.P.
126. रतलाम, स्टेशन रोड जिला रतलाम, म० प्र०	126. RATLAM Station Road, Distt. Ratlam, M.P.

127. सैलाना जिला रतलाम, म० प्र०	127. SAILANA Distt. Ratlam, M.P.
128. सिमलावदा जिला रतलाम, म० प्र०	128. SIMLAWADA Distt. Ratlam, M.P.
129. ताल जिला रतलाम, म० प्र०	129. TAL Distt. Ratlam, M.P.
130. अभयपुर जिला शाजापुर, म० प्र०	130. ABHAYPUR Distt. Shajapur, M.P.
131. भ्रागर, 465-441, म्युनिमिपल कैम्पस हॉस्पिटल रोड, जिला शाजापुर, म० प्र०	131. AGAR 465—441, Municipal Campus, Hospital Road, Distt. Shajapur, M.P.
132. बड़ी पोलाय जिला शाजापुर, म० प्र०	132. BADI PLAI Distt. Shajapur, M.P.
133. बरछा, जिला शाजापुर, म० प्र०	133. BERCCHA Distt. Shajapur, M.P.
134. नलखेड़ा जिला शाजापुर, म० प्र०	134. NALKHEDA Distt. Shajapur, M.P.
135. पनवाड़ी जिला शाजापुर, म० प्र०	135. PANWADI Distt. Shajapur, M.P.
136. पिपलीनकला जिला शाजापुर, म० प्र०	136. PIPILIONKALAN Distt. Shajapur, M.P.
137. शाजापुर जिला शाजापुर, म० प्र०	137. SHAJAPUR Distt. Shajapur, M.P.
138. शुजालपुर मंडी जिला शाजापुर, म० प्र०	138. SHUJALPUR MANDI Distt. Shajapur, M.P.
139. शुजालपुर सिटी जिला शाजापुर, म० प्र०	139. SHUJALPUR CITY Distt. Shajapur, M.P.
140. सुस्नेर जिला शाजापुर, म० प्र०	140. SUSNER Distt. Shajapur, M.P.
141. सागौर जिला शाजापुर, म० प्र०	141. SAUGOR Distt. Shajapur, M.P.
142. सतना जिला सतना, म० प्र०	142. SATNA, Distt. Satna, M.P.
143. कोटा राजस्थान	143. KOTAH Rajasthan
144. भिड़ जिला भिड़, म० प्र०	144. BHIND Distt. Bhind, M.P.
145. गोहद जिला भिड़, म० प्र०	145. GOHAD Distt. Bhind, M.P.
146. लहार जिला भिड़, म० प्र०	146. LAHAR Distt. Bhind, M.P.
147. मेहगांव जिला भिड़, म० प्र०	147. MEHGAON Distt. Bhind, M.P.
148. अरौन जिला गुना, म० प्र०	148. ARON Distt. Guna, M.P.
149. अशोकनगर जिला गुना, म० प्र०	149. ASHOKNAGAR Distt. Guna, M.P.
150. बरखेड़ा हट, जिला गुना, म० प्र०	150. BARKHEDA HAT Distt. Guna, M.P.
151. बामोरी जिला गुना, म० प्र०	151. BAMORI Distt. Guna, M. P.
152. चांचोड़ा जिला गुना, म० प्र०	152. CHACHODA Distt. Guna, M. P.
153. चंदेरी जिला गुना, म० प्र०	153. CHANDERI Distt. Guna, M. P.
154. ईसागरह जिला गुना, म० प्र०	154. ESSAGARH Distt. Guna, M. P.

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| 155. कुम्भराज<br>जिला गुना, म० प्र०                | 155. KUMBHRAJ<br>Distt. Guna, M. P.                     |
| 156. मकसुदनगढ़<br>जिला गुना, म० प्र०               | 156. MAKSUDANGARH<br>Distt. Guna, M. P.                 |
| 157. मधाना<br>जिला गुना, म० प्र०                   | 157. MAYANA<br>Distt. Guna, M. P.                       |
| 158. मुगावली, 14, स्टेशन रोड<br>जिला गुना, म० प्र० | 158. MUNGAOLI<br>14 Station Road,<br>Distt. Guna, M. P. |
| 159. मुगावली कृषि विकास शाखा<br>जिला गुना, म० प्र० | 159. MUNGAOLI, (Agri, Dev. Br.)<br>Distt. Guna, M. P.   |
| 160. पगारा,<br>जिला गुना, म० प्र०                  | 160. PAGARA<br>Dist. Guna, M. P.                        |
| 161. राधोगढ़<br>जिला गुना, म० प्र०                 | 161. RAGHOGARH<br>Distt. Guna, M. P.                    |
| 162. रुठाई,<br>जिला गुना, म० प्र०                  | 162. RUTHAI<br>Distt. Guna, M. P.                       |
| 163. शालरी,<br>जिला खालियर, म० प्र०                | 163. ANTRI<br>Distt. Gwalior, M. P.                     |
| 164. भाडेर,<br>जिला खालियर, म० प्र०                | 164. BHANDER<br>Distt. Gwalior, M. P.                   |
| 165. भितरवार,<br>जिला खालियर, म० प्र०              | 165. BHITARWAR<br>Distt. Gwalior, M. P.                 |
| 166. डबरा,<br>जिला खालियर, म० प्र०                 | 166. DABRA<br>Distt. Gwalior, M. P.                     |
| 167. हजारा,<br>जिला खालियर, म० प्र०                | 167. HAJIRA<br>Distt. Gwalior, M. P.                    |
| 168. कम्पू,<br>खालियर (म० प्र०)                    | 168. KAMPOO<br>Gwalior, M. P.                           |
| 169. लश्कर, पाटनकर बाजार,<br>खालियर                | 169. LASHKAR Patankar Bazar<br>Gwalior                  |
| 170. मोरार, माल रोड,<br>खालियर                     | 170. MORAR<br>Mal Road, Gwalior                         |
| 171. अम्बाह<br>जिला मुरैना, म० प्र०                | 171. AMBAH<br>Distt. Morena, M. P.                      |
| 172. बड़ोदा,<br>जिला मुरैना, म० प्र०               | 172. BARODA<br>Dist U. Morena, M. P.                    |
| 173. बीजेपुर,<br>जिला मुरैना, म० प्र०              | 173. BIJEYPUR<br>Distt. Morena, M. P.                   |
| 174. जोरा<br>जिला मुरैना म० प्र०                   | 174. JOURA<br>Distt. Morena, M. P.                      |
| 175. करहल,<br>जिला मुरैना, म० प्र०                 | 175. KARHAL<br>Distt. Morena, M. P.                     |
| 176. मुरैना, म० प्र०                               | 176. MORENA, M. P.                                      |
| 177. रामपुर, कला,<br>जिला मुरैना, म० प्र०          | 177. RAMPURKALAM<br>Distt. Morena, M. P.                |
| 178. श्योपुरकला,<br>जिला मुरैना (म० प्र०)          | 178. SHEOPURKALAN<br>Distt. Morena, M. P.               |
| 179. व्यावरा (राजगढ़)<br>जिला राजगढ़, म० प्र०      | 179. BIAORA (Rajgarh)<br>Distt. Rajgarh, M. P.          |
| 180. खिलचोपुर,<br>जिला राजगढ़, म० प्र०             | 180. KHILCHIPUR<br>Distt. Rajgarh, M. P.                |
| 181. नरसिंहगढ़<br>जिला राजगढ़, म० प्र०             | 181. NARSINGARH<br>Distt. Rajgarh, M. P.                |
| 182. पधाना,<br>जिला राजगढ़, म० प्र०                | 182. PADHANA<br>Distt. Rajgarh, M. P.                   |

183. राजगढ़ (ब्यावरा) जिला राजगढ़, म० प्र०	183. RAJGARH /(Biaora) Distt. Rajgarh, M. P.
184. सारंगपुर जिला राजगढ़, म० प्र०	184. SARANGPUR Distt. Rajgarh M. P.
185. उदतखंडा, जिला राजगढ़, म० प्र०	185. UDANKHEDI Distt. Rajgarh, M. P.
186. बदरवास, जिला शिवपुरी, म० प्र०	186. BADARWAS Distt. Shivpuri, M. P.
187. दिनारा, जिला शिवपुरी, म० प्र०	187. DINARA Distt. Shivpuri, M. P.
188. करेरा, जिला शिवपुरी, म० प्र०	188. KARERA Distt. Shivpuri, M. P.
189. खनियाधाना, जिला शिवपुरी, म० प्र०	189. Khaniadhana Distt. Shivpuri, M. P.
190. कोलारस, जिला शिवपुरी, म० प्र०	190. KOLARAS Distt. Shivpuri, M. P.
191. लूकवासी, जिला शिवपुरी, म० प्र०	191. LUKWASA Distt. Shivpuri, M. P.
192. नरवर, जिला शिवपुरी, म० प्र०	192. NARWAR Distt. Shivpuri, M. P.
193. पिछोर, जिला शिवपुरी, म० प्र०	193. PICHHORE Distt. Shivpuri, M. P.
194. पोहरी, जिला शिवपुरी, म० प्र०	194. POHRI Distt. Shivpuri, M. P.
195. रन्नोद, जिला शिवपुरी, म० प्र०	195. RANNOD Distt. Shivpuri, M. P.
196. बरेठ, जिला विदिशा, म० प्र०	196. BARETH Distt. Vidisha, M. P.
197. बासोदा, जिला विदिशा, म० प्र०	197. BASODA Distt. Vidisha, M. P.
198. गुलाबगंज, जिला विदिशा, म० प्र०	198. GULABGANJ Distt. Vidisha, M. P.
199. कुल्हार, जिला विदिशा, म० प्र०	199. KULHAR Distt. Vidisha, M. P.
200. कुरवाई, जिला विदिशा, म० प्र०	200. KURWAI Distt. Vidisha, M. P.
201. लटेरी, जिला विदिशा, म० प्र०	201. LATERI Distt. Vidisha, M. P.
202. मुरवास, जिला विदिशा, म० प्र०	202. MURWAS Distt. Vidisha, M. P.
203. नटेरन, जिला विदिशा, म० प्र०	203. Nateran Distt. Vidisha, M. P.
204. पिपलधर, जिला विदिशा, म० प्र०	204. PIPALDHAR Distt. Vidisha, M. P.
205. पिपलखंडा कला, जिला विदिशा, म० प्र०	205. PIRALKHEDAKALAN Distt. Vidisha, M. P.
206. शमशाबाद, जिला विदिशा, म० प्र०	206. SHAMSHABAD Distt. Vidisha, M. P.
207. शेरपुर, जिला विदिशा, म० प्र०	207. SHERPUR Distt. Vidisha, M. P.
208. सिराज, जिला विदिशा, म० प्र०	208. SIRONJ Distt. Vidisha, M. P.
209. आगगा, हॉस्पिटल रोड, उत्तर प्रदेश	209. AGRA Hospital Road, Uttar Pradesh

210. कानपुर,  
5, आर.के. नगर,  
उत्तर प्रदेश।  
न्यू बैंक ऑफ इंडिया
211. न्यू बैंक ऑफ इंडिया,  
प्रधान कार्यालय,  
1-टोलस्टोय मार्ग,  
नई दिल्ली-110001  
यूनाइटेड बैंक ऑफ इंडिया (राजस्थान/मध्य)
212. यूनाइटेड कमर्शियल बैंक  
बेलवा शाखा,  
जिला जोधपुर, (राजस्थान)
213. यूनाइटेड कमर्शियल बैंक,  
बवादवा शाखा,  
जिला-अजमेर (राजस्थान)
214. यूनाइटेड कमर्शियल बैंक,  
छोटी खाटू शाखा,  
जिला-नागौर (राजस्थान)
215. यूनाइटेड कमर्शियल बैंक,  
डुन्दलुद शाखा,  
जिला-झुन्झुनू (राजस्थान)
216. यूनाइटेड कमर्शियल बैंक,  
बहियाल कला शाखा,  
जिला-जयपुर (राजस्थान)
- उत्तर प्रदेश मण्डल**
217. यूनाइटेड कमर्शियल बैंक  
शहरफाटक शाखा,  
पोस्ट आफिस एवं गांव-शहरफाटक,  
जिला-अजमेर (उ.प्र.)
218. यूनाइटेड कमर्शियल बैंक,  
म्योरपुर शाखा,  
पोस्ट आफिस एवं गांव-म्योरपुर,  
जि० मिर्जापुर, (उ.प्र.)
219. यूनाइटेड कमर्शियल बैंक,  
बिशारतनगर शाखा,  
गांव-बिशारतनगर,  
पोस्ट आफिस-बिलासपुर, 244921  
जि० रामपुर, (उ.प्र.)
220. यूनाइटेड कमर्शियल बैंक,  
कथवारा शाखा,  
गांव-कथवारा,  
जि० लखनऊ (उ.प्र.)
221. यूनाइटेड कमर्शियल बैंक,  
भटगांव शाखा,  
गांव-भटगांव  
जिला-लखनऊ (उ.प्र.)
- हिमाचल प्रदेश मण्डल**
222. यूनाइटेड कमर्शियल बैंक,  
ननखेरी शाखा,  
ग्राम व डाक खाना-ननखेरी  
जिला-शिमला-172021  
(हि० प्र०)
223. यूनाइटेड कमर्शियल बैंक,  
नारकंडा शाखा,  
ग्राम व डा० ख०-नारकंडा  
जिला-शिमला-171213
- हिमाचल प्रदेश**
224. यूनाइटेड कमर्शियल बैंक  
थानेधर शाखा,  
ग्राम व डा० ख०-थानेधर  
जिला-शिमला-172030  
(हि० प्र०)
210. KANPUR  
5. R. K. Nagar  
Uttar Pradesh.  
New Bank of India
211. New Bank of India.  
Head, Office,  
1, Tolstoy Murg,  
New Delhi-110001
212. UNITED COMMERCIAL BANK  
RAJASTHAN DIVISION  
Belva Branch  
Distt. Jodhpur (RAJASTHAN)
213. United Commercial Bank.  
Babadwa Branch  
Distt. Ajmer (Rajasthan)
214. United Commercial Bank,  
Chhoti Khattu Branch,  
Distt. Nagaur (Rajasthan)
215. United Commercial Bank  
Dundlod Branch,  
Distt. Jhunjhunu (Rajasthan)
216. United Commercial Bank  
Barial Kalan Branch,  
Distt. Jaipur (Rajasthan)
- UTTAR PRADESH DIVISION**
217. United Commercial Bank,  
Sharfatak Branch,  
Post & Village-Sharfatak,  
Distt. Ajmer (U. P.)
218. United Commercial Bank,  
Munpur Branch,  
Post & village-Munpur,  
Distt. Mirzapur (U. P.)
219. United Commercial Bank,  
Bisharatnagar Branch,  
Village Bisharatnagar ,  
P.O. Bilaspur-244921,  
Distt. Ramgarh (U.P.)
220. United Commercial Bank,  
Kathvara Branch,  
Village Kathvara,  
Distt. Lucknow (U.P.)
221. United Commercial Bank,  
Beatagaon Branch,  
Village Beatagaon,  
Distt. Lucknow (U.P.)
- HIMACHAL PRADESH DIVISION**
222. United Commercial Bank,  
Nankheri Branch,  
Village & Post—Nankheri,  
Dist. Simla-172021  
(H.P.)
223. United Commercial Bank,  
Narkanda Branch,  
Village & Post—Narkanda,  
Dist. Simla-171213  
(H.P.)
224. United Commercial Bank,  
Thanedhar Branch,  
Village & Post Thanedhar,  
Dist. Simla-172030  
(H.P.)

225. यूनैटेड कमर्शियल बैंक,  
रामशहर शाखा,  
ग्राम व डा० खा०-रामशहर,  
जिला सोलन-174 102  
(हि० प्र०)

225. United Commercial Bank,  
Ramshehr Branch  
Village & Post Ramshehr,  
Dist. Solan-174102  
(H.P.)

226. यूनैटेड कमर्शियल बैंक,  
जुहवाला शाखा,  
ग्राम व डा० खा० जुहवाला,  
जिला बिलासपुर-174033  
(हि० प्र०)

226. United Commercial Bank,  
Jhukhala Branch,  
Village & Post Jhukhala,  
Dist. Bilaspur-174033,  
(H.P.)

#### स्टेट बैंक आफ पटियाला

##### हरियाणा राज्य

227. बराहा,  
जिला अम्बाला
228. छठरोली  
[जिला अम्बाला]
229. हर्नाल  
[जिला अम्बाला]
230. खिजराबाद,  
जिला अम्बाला
231. साहा,  
जिला अम्बाला
232. तेजली,  
जिला अम्बाला
233. रायपुर रानी,  
जिला अम्बाला
234. टाड मण्डी,  
जिला कुरुक्षेत्र
235. अट्टा,  
जिला करनाल
236. हथवाला,  
जिला करनाल
237. रनवर  
जिला करनाल
238. मणोया  
जिला करनाल
239. मण्डी आदमपुर,  
जिला हिमाचल
240. फतेहाबाद,  
जिला हिमाचल
241. हंसी,  
जिला हिमाचल
242. मेयार,  
जिला हिमाचल
243. नारनोद,  
जिला हिमाचल
244. सनयाना,  
जिला हिमाचल
245. टोहाना,  
जिला हिमाचल
246. बीद,  
जिला भिवानी
247. चरखी दादरी,  
जिला भिवानी
248. जुई,  
जिला भिवानी
249. सतनाली  
जिला महेन्द्रगढ़

#### STATE BANK OF INDIA

##### HARYANA STATE

227. Baraia  
Distt. Ambala
228. Chhachhrauli  
Distt. Ambala
229. Harnaul  
Distt. Ambala
230. Khirabad  
Distt. Ambala
231. Saha  
Distt. Ambala
232. Tejli  
Distt. Ambala
233. Raipur Rani  
Distt. Ambala
234. Dhand Mandi  
Distt. Kurukshetra
235. Atta  
Distt. Karnal
236. Hathwal  
Distt. Karnal
237. Ranwar  
Distt. Karnal
238. Sanghoya  
Distt. Karnal
239. Mandi Adampur  
Distt. Hissar
240. Fatehabad,  
Distt. Hissar
241. Hansi  
Distt. Hissar
242. Mayyar  
Distt. Hissar
243. Narnaud  
Distt. Hissar
244. Sanyana  
Distt. Hissar
245. Tohana  
Distt. Hissar
246. Baund  
Distt. Bhiwani
247. Charkhi Dadri  
Distt. Bhiwani
248. Jui  
Distt. Bhiwani
249. Satnali  
Distt. Mohindergarh



250. (क) महेन्द्रगढ़, जिला महेन्द्रगढ़	A250. Mohindergarh, Distt. Mohindergarh.
(ख) नानौल, जिला महेन्द्रगढ़	B250. Narnaul, Distt. Mohindergarh.
251. जिताना, जिला जींद	251. Julana Distt. Jind
252. कलायत, जिला जींद	252. Kalayat Distt. Jind
253. नरवाना, जिला जींद	253. Nerwana Distt. Jind
254. किला जफरगढ़, जिला जींद	254. Kila Zaffargarh Distt. Jind
255. सफीबो, जिला जींद	255. Safidon Distt. Jind
256. उचाना, जिला जींद	256. Uchana Distt. Jind
257. आवल, जिला रोहतक	257. Anwal Distt. Rohtak
258. हसनगढ़, जिला रोहतक	258. Hassangarh Distt. Rohtak
259. मऊजर, जिला रोहतक	259. Jhajjar Distt. Rohtak
260. महम, जिला रोहतक	260. Meham Distt. Rohtak
261. सांपला, जिला रोहतक	261. Sampla Distt. Rohtak
262. संखोल, जिला रोहतक	262. Sankhol Distt. Rohtak
263. गोहाना, जिला सोनीपत	263. Gohana Distt. Sonapat.
264. कुण्डली, जिला सोनीपत	264. Kundli Distt. Sonapat.
265. मूरथल, जिला सोनीपत	265. Murthal Distt. Sonapat.
266. सिरसा, जिला सिरसा	266. Sirsa Distt. Sirsa
हिमाचल प्रदेश/Himachal Pradesh	
267. आवाहादेवी, जिला हमीरपुर	267. Awaha Devi Distt. Hamirpur
268. बरसर, जिला हमीरपुर	268. Barsar Distt. Hamirpur
269. भारारी, जिला बिलासपुर	269. Bharari Distt. Bilaspur
270. बिलासपुर, जिला बिलासपुर	270. Bilaspur Distt. Bilaspur
271. ओलिन्दा, जिला बिलासपुर	271. Olinda Distt. Bilaspur
272. ड्रावल, जिला शिमला	272. Drawal Distt. Simla
273. शिमला पूर्व, जिला शिमला	273. Simla East Distt. Simla
274. दोमेहर, जिला सोलन	274. Domelhar Distt. Solan
275. कुनिहार, जिला सोलन	275. Kunihar Distt. Solan

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| 276. खाल्डू,<br>जिला सोलन  | 276. Khaltu<br>Distt. Solan   |
| 277. गगरेट,<br>जिला ऊना  | 277. Gagret<br>Distt. Una   |
| 278. पतलीकुहल,<br>जिला कुल्हू  | 278. Patlikuhl<br>Distt. Kulu   |
| 279. कुल्हू,<br>जिला कुल्हू  | 279. Kulu<br>Distt. Kulu  |
| 280. कान्द्रुरी,<br>जिला कांगड़ा   | 280. Kandruri<br>Distt. Kangra  |
| 281. जयदेवी<br>जिला मण्डी  | 281. Jai Devi<br>Distt. Mandi   |
| संघ प्रशासित प्रदेश दिल्ली/Union Territory Delhi   |   |
| 282. पीतम्पुरा,<br>दिल्ली, 1   | 282. Pitampura,<br>Delhi  |
| 283. बामनौली,<br>दिल्ली  | 283. Bamnoli,<br>Delhi.   |
| 284. कराला,<br>दिल्ली  | 284. Karala,<br>Delhi   |
| 285. कोंडली,<br>दिल्ली   | 285. Kondli<br>Delhi  |
| बिहार/Bihar  |   |
| 286. पटना<br>(बिहार)   | 286. Patna (Bihar)  |
| उत्तर प्रदेश/Uttar Pradesh   |   |
| 287. गणेशगंज,<br>लखनऊ  | 287. Ganesh Ganj, Lucknow   |
| 288. सिकन्दराबाद,<br>जिला बुलन्दशहर  | 288. Sikandrabad<br>Distt. Bulandshahar.  |
| 289. हरिद्वार रोड, देहरादून<br>जिला देहरादून   | 289. Haridwar Road,<br>Dehradun, Distt. Dehradun.   |
| 290. सिविल लाइन्स, इलाहाबाद,<br>जिला इलाहाबाद  | 290. Civil Lines Allahabad<br>Distt. Allahabad  |
| 291. आगरा,<br>जिला आगरा  | 291. Agra<br>Distt. Agra.   |
| केनरा बैंक/Kanara Bank   |   |
| 292. केनरा बैंक—आगरा<br>महात्मा गांधी रोड,<br>आगरा-282002<br>आगरा जिला<br>राज्य : उत्तर प्रदेश         | 292. Canara Bank,<br>Mahatma Gandhi Road,<br>Agra, 282002, Agra District.<br>State : Uttar Pradesh.                   |
| 293. केनरा बैंक—इरादतनगर<br>इरादतनगर-283 112<br>आगरा जिला<br>राज्य : उत्तर प्रदेश                      | 293. Canara Bank—Iradatnagar,<br>Iradatnagar—283 112<br>Agra District,<br>State :Uttar Pradesh.                       |
| 294. केनरा बैंक—कचौरा<br>तहसील सिकन्दर राव<br>डाक घर-कचौरा-204211<br>अलीगढ़ जिला<br>उत्तर प्रदेश राज्य | 294. Canara Bank—Kachora<br>Tehsil Sikandra Rao<br>P. O. Kachora—204 211<br>Allgarh District,<br>State—Uttar Pradesh. |
| 295. केनरा बैंक—नराइच<br>हाथरस रोड,<br>नराइच-282006<br>जिला-आगरा<br>राज्य : उत्तर प्रदेश               | 295. Canara Bank—Naraich<br>Hathras Road<br>Naraich—282006<br>Agra District<br>State—Uttar Pradesh,                   |

296. केनरा बैंक—एटा  
जी० टी० रोड,  
एटा-207001  
राज्य: उत्तर प्रदेश
297. केनरा बैंक—अकराबाद  
क्षेत्रीय सहकारी समिति बिल्डिंग,  
लिंक रोड,  
अकराबाद-202121  
अलीगढ़ जिला  
राज्य: उत्तर प्रदेश
298. केनरा बैंक,  
श्री चन्द्र प्रकाश बिल्डिंग,  
धुमरी-207248  
एटा जिला,  
राज्य: उत्तर प्रदेश
299. केनरा बैंक—मथुरा  
पोस्ट बॉक्स संख्या 3  
सं० 1849/1, बी० सी० तिलक द्वार  
मथुरा-281 001  
राज्य: उत्तर प्रदेश
300. केनरा बैंक—मालवान,  
मालवान  
एटा जिला  
राज्य: उत्तर प्रदेश
301. केनरा बैंक—झांसी,  
1087 ए, सिविल लाइन्स,  
झांसी-284 001  
राज्य: उत्तर प्रदेश
302. केनरा बैंक—खेरागढ़  
डाक घर के पास  
खेरागढ़-283 121  
जिला अग्रा  
राज्य: उत्तर प्रदेश
303. केनरा बैंक—गंजदुन्दुवारा,  
38, गांधी रोड,  
गंजदुन्दुवारा  
जिला एटा  
राज्य: उत्तर प्रदेश
304. केनरा बैंक  
फतेहपुर सिकरी रोड,  
मिधकुर (अग्रा)  
उत्तर प्रदेश
305. केनरा बैंक,  
पापुलर साइकल निर्माण कंपनी  
लिमिटेड कंपाउन्ड  
बोद्ला,  
अग्रा जिला  
उत्तर प्रदेश
306. केनरा बैंक  
अग्रा-शमसाबाद रोड,  
बरोली अहिर  
अग्रा जिला  
उत्तर प्रदेश
296. Canara Bank—Etah  
G. T. Road  
Etah— 207001  
State: Uttar Pradesh
297. Canara Bank—Akrabad  
Kshetriya Sahakari Samiti  
Building, Link Road,  
Akrabad—202121  
Aligarh District  
State : Uttar Pradesh
298. Canara Bank—Dhumri  
Sri Chandraprakash Building  
Dhumri—207 248  
Etah District, State Uttar Pradesh.
299. Canara Bank—Mathura  
Post Box No. 3  
No. 1849/1 B. C. Tilak Dwar  
Mathura— 281001  
State Uttar Pradesh
300. Canara Bank—Malawan  
Malawan  
Etah District  
State : Uttar Pradesh
301. Canara Bank—Jhansi  
1087 A, Civil Lines  
Jhansi —284001  
State : Uttar Pradesh
302. Canara Bank—Kheragarh  
Near Post Office  
Kheragarh-283121  
Agra District  
Uttar Pradesh State
303. Canara Bank—Ganjoundwara  
33, Gandhi Road,  
Ganj Dundwara  
Etah District  
State : Uttar Pradesh
304. Canara Bank  
Fatehpur Sikri Road,  
Midhakur (Agra)  
Uttar Pradesh
305. Canara Bank  
Popular Cycle Manufacturing Co.  
Ltd. Compound  
Bodla  
Agra District  
Uttar Pradesh.
306. Canara Bank.  
Agra—Shamsabad Road,  
Boroli—Ahir  
Agra District  
Uttar Pradesh.

## वाणिज्य मंत्रालय

## आदेश

नई दिल्ली, 25 सितम्बर, 1982

का० आ 3362.—निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार का यह राय है कि भारत के निर्यात व्यापार के विकास के लिए ऐसा करना आवश्यक तथा समीचीन है कि नमक काचित पत्थर पाइप और फिटिंग्स का निर्यात से पूर्व क्वालिटी नियंत्रण और निरीक्षण किया जाए;

और केन्द्रीय सरकार ने उक्त प्रयोजन के लिए नीचे विनिर्दिष्ट प्रस्ताव तैयार किए हैं और उन्हें निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1964 के नियम 11 के उपनियम (2) की शक्तानुसार निर्यात निरीक्षण परिसर को रजिस्ट्रार के पास रखा है।

अतः केन्द्रीय सरकार उक्त उपनियम के अनुसरण में और भारत सरकार के वाणिज्य मंत्रालय के आदेश सं० का० आ० 1998 तारीख 18 जुलाई, 1981 को अधिसूचना करने हुए, उक्त प्रस्तावों को उन समस्त मामलों की जांच के लिए प्रकाशित करता है जिनके उनसे प्रभावित होने की संभावना है।

2. सूचना दी जाती है कि उक्त प्रस्तावों के बारे में कोई आक्षेप या सुझाव देने का हक्क कोई व्यक्ति उन्हीं इस आदेश के राजपत्र में प्रकाशन की तारीख से पैंतास दिन के भीतर, अर्थात् निदेशक, निर्यात निरीक्षण अधीकरण-कलकत्ता 'बर्ड ट्रेड सेंटर' 14/1 ओ० एजरा स्ट्रीट (आठवीं मंजिल) कलकत्ता-700001 को भेज सकता है।

## प्रस्ताव

- (1) यह अधिसूचित करना कि नमक काचित पत्थर पाइप और फिटिंग्स का निर्यात से पूर्व क्वालिटी नियंत्रण और निरीक्षण किया जाएगा;
- (2) इस आदेश के उपाबंध-1 में दिए गए प्रारूप नमक काचित पत्थर पाइप फिटिंग्स के निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1982 के अनुसार क्वालिटी नियंत्रण और निरीक्षण के प्रकार की क्वालिटी नियंत्रण और निरीक्षण के ऐसे प्रकार के रूप में विनिर्दिष्ट करना जो ऐसे नमक काचित पत्थर पाइप और फिटिंग्स को निर्यात से पूर्व लागू होगा;
- (3) भारतीय मानक संस्थान द्वारा जारी किए गए नमक काचित पत्थर पाइप और फिटिंग्स के लिए भारतीय मानक भा० मा० 651—1980 और भा० मा० 3006—1965 या नवीनतम संस्करण को, यदि कोई हो नमक काचित पत्थर और फिटिंग्स के लिए मानक विनिर्देशों के रूप में मान्यता देना;
- (4) अन्तर्राष्ट्रीय व्यापार के दौरान, नमक काचित पत्थर पाइप और फिटिंग्स के निर्यात को तब तक प्रतिषिद्ध करना जब तक कि ऐसी नमक काचित पत्थर पाइप और फिटिंग्स पर केन्द्रीय सरकार द्वारा मान्यता प्राप्त चिन्ह लगाया या चिपकाया न गया हो।

2. इस आदेश की कोई भी बात भावी केताओं को भूमि, समुद्र या वायु मार्ग द्वारा नमक काचित पत्थर पाइप और फिटिंग्स के उन वास्तविक नमूनों के निर्यात को लागू नहीं होगी यदि ऐसे नमूनों पर भारतीय मानक संस्थान प्रमाणिकरण चिन्ह लगा हुआ हो या भारतीय मानक संस्थान द्वारा जारी किया गया इस आदेश का प्रमाण-पत्र लगा हुआ हो कि ऐसे नमूनों नमक काचित पत्थर पाइप और फिटिंग्स के लिए भारतीय मानक के समूह है।

3. इस आदेश में 'नमक काचित पत्थर पाइप और फिटिंग्स' से दोनों (क) रासायनिक रूप से प्रतिरोधी नमक काचित पत्थर पाइप और फिटिंग्स और (ख) सामान्य जल विकास के प्रयोजन के लिए नमक काचित पत्थर पाइप और फिटिंग्स अभिप्रेत है।

## उपाबंध—I

निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 17 के अधीन बनाए जाने वाले नियमों का प्रस्तावित प्रारूप।

1. संक्षिप्त नाम इन नियमों का नाम नमक काचित पत्थर पाइप और फिटिंग्स निर्यात (क्वालिटी नियंत्रण) नियम, 1982 है।

2. इन नियमों में 'नमक काचित पत्थर पाइप और फिटिंग्स' से दोनों (क) रासायनिक रूप से प्रतिरोधी नमक काचित पत्थर पाइप और फिटिंग्स और (ख) सामान्य जल विकास के लिए नमक काचित पत्थर पाइप और फिटिंग्स अभिप्रेत है।

3. निरीक्षण की प्रक्रिया — भारतीय मानक संस्थान (प्रमाणन चिन्ह) अधिनियम, 1952 (1952 का 36), भारतीय मानक संस्थान (प्रमाणन चिन्ह) नियम, 1955 और भारतीय मानक संस्थान (प्रमाणन चिन्ह) विनियम, 1955 के उपबन्ध जहाँ तक संभव हो, नमक काचित पत्थर पाइप और फिटिंग्स के क्वालिटी नियंत्रण और निरीक्षण को निर्यात से पूर्व लागू होगा।

[सं० 6(13)/80-ई० आई० एण्ड ई० पी०]

## MINISTRY OF COMMERCE

## ORDER

New Delhi, the 25th September, 1982

S.O. 3362.—Whereas, in exercise of the powers conferred by Section 6 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government is of opinion that it is necessary or expedient so to do for the development of the export trade of India, that salt-glazed stoneware pipes and fittings should be subject to quality control and inspection prior to export;

And whereas the Central Government has formulated the proposals specified below for the said purpose and has forwarded the same to the Export Inspection Council as required by sub-rule (2) of rule 11 of the Export (Quality Control and Inspection) Rules, 1964.

Now, therefore, in pursuance of the said sub-rule and in supersession of the Order of the Government of India in the Ministry of Commerce No. S.O. 1998, dated the 18th July, 1981, the Central Government hereby publishes the said proposals for the information of the public likely to be affected thereby.

2. Notice is hereby given that any person who desires to make any objections or suggestions with respect to the said proposals may forward the same within forty-five days of the date of publication of this Order in the official Gazette to the Additional Director, Export Inspection Agency-Calcutta, 'World Trade Centre' 14/1B, Ezra Street (7th floor), Calcutta-700001.

## PROPOSALS

(1) To notify that salt-glazed stoneware pipes and fittings shall be subject to quality control and inspection prior to export;

(2) To specify the type of quality control and inspection in accordance with the draft Export of salt glazed stoneware pipes and fittings (Quality Control and Inspection) Rules, 1982, set out in Annexure I to this Order, as the type of quality control and inspection which would be applied to such salt-glazed stoneware pipes and fittings ;

(3) To recognise the Indian Standard IS: 651—1980 and IS 3006—1965 or their latest versions, if any, for salt-glazed stoneware pipes and fittings, issued by the Indian Standard Institution, as the Standard specification for salt-glazed stoneware pipes and fittings ;

(4) To prohibit the export in the course of international trade of salt-glazed stoneware pipes and fittings unless a mark recognised by the Central Government has been affixed or applied to such salt-glazed stoneware pipes and fittings.

2. Nothing in this Order shall apply to the export by land, sea or air of bona-fide samples of salt-glazed stoneware pipes and fittings to the prospective buyers if such samples bear the Indian Standard Institution certification mark or are accompanied by a certificate issued by the Indian Standard Institution to the effect that such samples conform to the Indian Standard for salt-glazed stoneware pipes and fittings.

3. In this Order "Salt glazed stoneware pipes and fittings" shall mean both (a) chemically resistant salt glazed stoneware pipes and fittings and (b) normal drainage purpose salt-glazed stoneware pipes and fittings.

#### ANNEXURE—I

(Draft rules proposed to be made under section 17 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963)).

1. Short title.—These rules may be called the Export of Salt-Glazed Stoneware Pipes and Fittings (Quality Control and Inspection) Rules, 1982.

2. In these rules "Salt-glazed stoneware pipes and fittings" mean both (a) chemically resistant salt-glazed stoneware pipes and fittings and (b) normal drainage purpose salt-glazed stoneware pipes and fittings.

3. Procedure of Inspection—The provisions of the Indian Standard Institution (Certification Marks) Act, 1952 (36 of 1952), the Indian Standard Institution (Certification Marks) Rules, 1955 and the Indian Standard Institution (Certification Mark) Regulations, 1955, shall, so far as may be apply to the quality control and inspection of salt-glazed stoneware pipes and fittings prior to export.

[No. 6(13)/80-EI&EP]

क्र० आ० 3363—केन्द्रीय सरकार, निर्यात (स्मालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 8 के अनुसरण में यह द्योतित करने के प्रयाजन के लिए नमक काच का पत्थर पाइप और फिटिंग्स के संबंध में भारतीय मानक संस्था प्रमाणनचिह्न को मान्यता देने का प्रस्ताव करता है कि सहायक नमक काच/पत्थर पाइप और फिटिंग्स पर ऐसे चिह्न लगाए जायें हैं या चिपकाए जायें हैं, वे उक्त अधिनियम के अधीन उस पर लागू होने वाले मानक विनियमों के अनुरूप समझे जाएंगे।

और केन्द्रीय सरकार ने उन्हे निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1964 के नियम 11 के उपनियम (2) की प्रयोजनानुसार निर्यात निरीक्षण पत्रपत्र को भेज दिया है,

अतः केन्द्रीय सरकार उक्त अधिनियम के अनुसरण में और भारत सरकार के वाणिज्य मंत्रालय की अधिसूचना सं० क्र० आ० 1184 तारीख 20 मार्च, 1982 का अधिष्ठापन करने हुए, उक्त प्रस्तावों का उक्त अधिनियम की अंतर्गत के लिए प्रकाशित करता है जिनके उनसे प्रभावित होने की संभावना है।

2. सूचना दी जाती है कि उक्त प्रस्तावों के बारे में कोई आक्षेप या सुझाव देने का इच्छुक कोई व्यक्ति, उन्हें इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से पचास दिन के भीतर निर्यात निरीक्षण आयोग 'वर्ल्ड ट्रेड सेंटर'-14/1 बी० एज़रा स्ट्रीट (आठवीं मंजिल) कलकत्ता-700001 को भेज सकता है।

स्पष्टीकरण—इस अधिसूचना में 'नमक काच का पत्थर पाइप और फिटिंग्स' से दोनों (क) रासायनिक रूप से प्रतिरोधी नमक काच का पत्थर पाइप और फिटिंग्स और (ख) सामान्य जन निकास के प्रयोजन के लिए नमक काच का पत्थर पाइप और फिटिंग्स आशय है।

[नं० 6(13)/80-ई०आई० एण्ड ई०पी०]

सी०बी० कुक्रेती सयुक्त निदेशक

उ० 3363.—Whereas the Central Government, in pursuance of the powers conferred by section 8 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963) proposes to recognise the Indian Standard Institution Certification mark in relation to salt-glazed stoneware pipes and fittings for the purpose of denoting that where salt-glazed stoneware pipes and fittings are affixed or applied with such mark, they shall be deemed to be in conformity with the standard specifications applicable thereto under the said Act ;

And whereas the Central Government has forwarded the same to the Export Inspection Council as required by sub-rule (2) of rule 11 of the Export (Quality Control and Inspection) Rules, 1964 ;

Now, therefore, in pursuance of the said sub-rule, and in supersession of the notification of the Government of India in the Ministry of Commerce No. S.O. 1184, dated 20th March, 1982, the Central Government hereby publishes the said proposals for the information of the public likely to be affected thereby.

2. Notice is hereby given that any person desiring to forward any objections or suggestions with respect to the said proposals may forward the same within forty-five days of the publication of this notification in the Official Gazette, to Export Inspection Agency 'World Trade Centre' 11/1B, Ezra Street (7th floor), Calcutta-700001.

Explanation—In this notification "Salt-glazed stoneware pipes and fittings" mean both (a) chemically resistant salt-glazed stoneware pipes and fittings and (b) normal drainage purpose salt-glazed stoneware pipes and fittings.

[No. 6(13)/80-EI&EP]

C. B. KUKRETI, Jt. Director

## आवेश

नई दिल्ली, 21 अगस्त, 1982

क्र० आ० 3364—श्री बी०डी० सोनी, प्रथम सचिव भारत का राजदूतावास, बगदाद, ईराक, मार्फत विदेश मंत्रालय, नई दिल्ली को वातातुलक, रेडियो आदि के साथ लगे हुए आयोटा कोराना डी एल एमस सेबन 1600 सी सी 4-स्पीड फ्लोर शिफ्ट मॉडल टी टी 133 आर-टी ईकेडीएस कार के आयात के लिए 50,000/- रुपए का एक सीमा शुल्क निकासी परमिट सं० पी/जे/0389404/एन/एमपी/83/एच/82 दिनांक 17-2-82 प्रदान किया गया था। आवेदक ने उपर्युक्त सीमा शुल्क निकासी परमिट की अनुलिपि प्रति जारी करने के लिए इस आधार पर आवेदन किया है कि मूल सीमा शुल्क निकासी परमिट खो गया है। आगे यह बताया गया है कि मूल सीमा शुल्क निकासी परमिट किसी भी सीमा शुल्क प्राधिकारी के पास पंजीकृत नहीं था और इस प्रकार सीमा-शुल्क निकासी परमिट के मूल्य का बिल्कुल भी उपयोग नहीं किया गया है।

2 अपने तर्क के समर्थन में, लाइसेंसधारी ने नोटरी पब्लिक दिल्ली के सम्मुख विधिवत शपथ लेकर एक शपथ पत्र दाखिल किया है। तदनुसार मैं संतुष्ट हूँ कि मूल सीमा शुल्क निकासी परमिट सं० पी/जे/0389404 दिनांक 17-2-82 आवेदक द्वारा खो गया अथवा अस्थानस्थ हो गया है। समय-समय पर यथा संशोधित आयात (नियंत्रण) आदेश, 1955 दिनांक 7-12-1955 के उप-अध्याय 9(सीसी) के अंतर्गत प्रवृत्त अधिकारों का उपयोग करते हुए श्री बी०डी० सोनी को जारी किए गए उक्त मूल सीमा शुल्क निकासी परमिट सं० पी/जे/0389404 दिनांक 17-2-82 को एतद् द्वारा रद्द किया जाता है।

[सं० जीए-85/81-82/1885]

3. श्री बी०डी० सोनी को सीमा शुल्क निकासी परमिट की अनुलिपि प्रति अलग से जारी की जा रही है।

## ORDER

New Delhi, the 21st August, 1982

S.O. 3364.—Shri B. D. Soni, First Secretary, Embassy of India, Baghdad, Iraq, C/o. Ministry of External Affairs, New Delhi, was granted a Customs Clearance Permit No. P/J/0389404/N/MP/83/H/82 dated 17-2-82 for Rs. 50,000 only for the import of a Toyota Corona DLX Sedan 1600 CC 4-speed Floor shift Model TT 133 R-TEKDS Car, fitted with air-conditioner, Radio, etc. The applicant has applied for issue of a Duplicate copy of the above mentioned CCP on the ground that the original CCP has been lost. It has further been stated that the original CCP was not registered with any Customs authority and as such the value of the CCP has not been utilised at all.

2. In support of his contention, the licensee has filed an Affidavit, duly sworn before the Notary U.T., Delhi, I am accordingly satisfied that the original CCP No. P/J/0389404 dated 17-2-82 has been lost or misplaced by the applicant in exercise of powers conferred under Sub-clause 9(cc) of the Import (Control) Order, 1955 dated 7-12-1955, as amended from time to time, the said original CCP No. P/J/0389404 dated 17-2-82 issued to Shri B. D. Soni, is hereby cancelled.

[No GA-85/81-82/BIS/1885]

3. A duplicate copy of the CCP is being issued to Shri B. D. Soni separately.

## आवेश

नई दिल्ली, 2 सितम्बर, 1982

क्र० आ० 3365—श्री बी० प्रथमसुन्दर, वैयक्तिक सहायक मार्फत भारतीय दूतावास, दोहा (मार्फत विदेश मंत्रालय, नई दिल्ली) की 831-500 रुपये के लिए एक सीमा शुल्क निकासी परमिट सं० पी/जे/0329380 दिनांक 20-1-82 आटो माइकिन सुजुकी 1979 माडल इंजन नं० 186368 फ्रेम नं० 100752 के आयात के लिए प्रदान किया गया था।

आवेदक ने उपर्युक्त सीमा शुल्क निकासी परमिट की अनुलिपि प्रति जारी करने के लिए इस आधार पर आवेदन किया है कि मूल प्रति उनसे खो गई है। आगे यह भी बताया गया है कि मूल शुल्क निकासी परमिट किसी भी सीमाशुल्क अधिकारी के पास पंजीकृत नहीं कराया गया था और सीमा शुल्क निकासी परमिट के मूल्य का बिल्कुल भी उपयोग नहीं किया गया था।

2 अपने तर्क के समर्थन में लाइसेंसधारी ने नोटरी पब्लिक दिल्ली के सामने विधिवत शपथ लेकर स्टाम्प पेपर पर एक शपथ पत्र भी दाखिल किया है। तदनुसार, मैं संतुष्ट हूँ कि मूल सीमा-शुल्क निकासी परमिट सं० पी/जे/0329380/एन/एमपी/82/एच/82 दिनांक 20-1-82 आवेदक से खो गया है या अस्थानस्थ हो गया है। यथासंशोधित आयात नियंत्रण आदेश 1955 दिनांक 7-12-1955, की उप-धारा 9(सीसी) के अंतर्गत प्रवृत्त अधिकारों का प्रयोग करते हुए श्री बी० प्रथमसुन्दर को जारी किए गए उपर्युक्त सीमाशुल्क निकासी परमिट सं० पी/जे/0329380/एन/एमपी/82/एच/82 दिनांक 20-1-82 को एतद्द्वारा रद्द किया जाता है।

3 सीमा शुल्क निकासी परमिट की अनुलिपि प्रति श्री बी० प्रथमसुन्दर को अलग जारी की जा रही है।

[मिनिम सं० जी० ए०-79/81-82/बी०एल०एस०/2035]

जे. पी. सिंघल, उप-मुख्य नियंत्रक,  
कूत मुख्य नियंत्रक, आयात एवं निर्यात

## ORDER

New Delhi the 2nd September, 1982

S.O. 3365.—Shri V. Shyamsunder, Personal Assistant, C/o Embassy of India, Doha (C/o. Ministry of External Affairs, New Delhi) was granted a CCP No. P/J/0329380 dated 20-1-82 for Rs. 83,500/- only for the import of Autocycle Suzuki 1979 model, Engine No. 186368, Frame No. 100752.

The applicant has applied for issue of a Duplicate Copy of the above mentioned CCP on the ground that the original CCP has been lost. It has further been stated that the original CCP was not registered with any Custom Authority and as such the value of the CCP has not been utilised at all.

2. In support of his contention, the licensee has filed an affidavit, duly sworn before the Notary Public, Delhi, I am accordingly satisfied that the original CCP No. P/J/0329380 N/MP/82/H/82 dated 20-1-82 has been lost or misplaced by the applicant. In exercise of powers conferred under Sub-Clause 9 (cc) of the Import Control Order 1955 dated 7-12-1955, as amended from time to time, the said original CCP No. P/J/0329380/N/MP/82/H/82 dated 20-1-82 issued to Shri V. Shyamsunder, is hereby cancelled.

3. A duplicate copy of the CCP is being issued to Shri V. Shyamsunder separately.

[F. No. GA-79/81-82/BLS/2035]

J. P. SINGHAL, Dy. Chief Controller,  
for Chief Controller,  
Imports and Exports.

## आदेश

नई दिल्ली, 10 मितम्बर, 1982

क्र० आ० 3366.—महानिदेशक, डाक एवं तार, नई दिल्ली को 1,05,89,100/ रुपये (एक करोड़ पाँच लाख नब्बसी हजार एक सौ रुपये) का आयात लाइसेंस जी/सीजी/2031890 दिनांक 3-12-1980 जापान येन क्रेडिट सं० आई डी (पी आई) की सख्त सूची के अंतर्गत पूंजीगत माल को आयात करने के लिए प्रदान किया गया था।

फर्म ने उपर्युक्त लाइसेंस की सीमा शुल्क निकासी/मुद्रा विनिमय नियंत्रण की प्रति की अनुमिति जारी करने के लिए इस आधार पर आवेदन किया है कि लाइसेंस की मूल-सीमा शुल्क निकासी प्रति/मुद्रा विनिमय नियंत्रण प्रति उनसे खो गई या अस्थानस्थ हो गई है। यह भी बताया गया है कि लाइसेंस की सीमा शुल्क निकासी प्रति/मुद्रा विनिमय नियंत्रण प्रति सीमा शुल्क प्राधिकारी, बम्बई के पास पंजीकृत थी और इस प्रकार सीमा शुल्क प्रयोजन प्रति का आंशिक रूप से 1,02,60,683/— रुपये के लिए उपयोग कर लिया गया है।

2. अपने तर्क के समर्थन में, लाइसेंसधारी ने नोटरी पब्लिक के सामने शपथ लेकर स्टाम्प पेपर पर एक शपथ पत्र दाखिल किया है। तदनुसार, मैं सन्तुष्ट हूँ कि लाइसेंस सं० जी/सीजी/2031890 दिनांक 3-12-80 की मूल सीमा शुल्क प्रयोजन प्रति/मुद्रा विनिमय नियंत्रण प्रति फर्म से खो गई/अस्थानस्थ हो गई है। यथा संशोधित आयात (नियंत्रण) आदेश, 1955 दिनांक 7-12-1955 की उप धारा 9 (सीसी) में प्रदत्त अधिकारों का प्रयोग करने हुए, महानिदेशक, डाक एवं तार नई दिल्ली को जारी किए गए लाइसेंस सं० जी/सीजी/2031890 दिनांक 3-12-80 मूल सीमा शुल्क प्रयोजन प्रति/मुद्रा विनिमय नियंत्रण प्रति एतद् द्वारा रद्द की जाती है।

3. उपर्युक्त लाइसेंस की सीमा शुल्क प्रयोजन प्रति/मुद्रा विनिमय नियंत्रण प्रति की अनुमिति फर्म को अलग से जारी की जा रही है।

[सं० सीजी 2/कीम/(21)/80-81/734]

वी० के० मेहता, उप-मुख्य नियंत्रक

आयात एवं निर्यात

## ORDER

New Delhi, the 10th September, 1982

S.O. 3366.—The Director General Posts and Telegraphs, New Delhi were granted an Import Licence No. G/CG/2031890 dated 3-12-80 for Rs. 1,05,89,100 (Rupees One crore five lakhs eighty nine thousand and one hundred only, for import of Capital goods as per list attached under Japanese Yen Credit No. I.D(PN).

The firm has applied for issue of Duplicate copy of Customs/Exchange Control purposes copy of the above mentioned licence on the ground that the original Customs/Exchange control purposes copy of the licence has been lost or misplaced. It has further been stated that the Customs, Exchange Control purposes copy of the licence was registered with Customs Authority, Bombay and as such the value of Customs Purpose copy has been utilised partly for Rs. 1,02,60,683.

2. In support of their contention, the licensee has filed an affidavit on stamped paper duly sworn in before a notary Public. I am accordingly satisfied that the original Customs/

Exchange Control Purposes copy of import licence No. G/CG/2031890 dated 3-12-80 has been lost or misplaced by the firm. In exercise of the powers conferred under sub-clause 9 (cc) of the Import (Control) Order, 1955 dated 7-12-1955 as amended the said original Customs/Exchange Control purposes copy No. G/CG/2031890 dated 3-12-80 issued to the Director General Posts and Telegraphs, New Delhi is hereby cancelled.

3. A duplicate Customs/Exchange Control purposes copy of the said licence is being issued to the party separately.

[No. CGII/Comm121/80-81/734]

V. K. MEHTA, Dy. Chief Controller of

Imports &amp; Exports

## पेट्रोलियम, रसायन और उर्वरक मंत्रालय

(पेट्रोलियम विभाग)

नई दिल्ली, 4 मितम्बर, 1982

क्र० आ० 3367.—यह पेट्रोलियम और खनिज पार्श्वपदार्थ (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम रसायन और खनिज मंत्रालय (पेट्रोलियम विभाग) की अधिसूचना क्र० आ० सं० 3112 तारीख 17-10-81 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से सलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइप लाइनों को बिछाने के प्रयोजन के लिए अर्जित करने का अपना आशय घोषित कर दिया था।

और यतः समक्ष प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) का अधीन सरकार को रिपोर्ट दे दी है।

और आगे, यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से सलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (i) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्द्वारा घोषित करती है कि अधिसूचना में सलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन बिछाने के प्रयोजन के लिए एतद्द्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में बिलित होने के बजाय तेल और प्राकृतिक गैस आयोग में, सभी बाधाओं से मुक्त रूप से, घोषणा के प्रकाशन को इस तारीख को निहित होगा।

## अनुसूची

क्र० न० 119 से जी० जी० एस० V

राज्य-गुजरात	जिला-भरूच	ताम्बा-मंकलेश्वर	एचआरई	सेन्टीय
गांव	क्रमांक न०	हेक्टेयर		
सरधान	332		0 03	12
	329		0 26	00
	337		0 14	95
	338		0 11	05
	108		0 23	40
	303		0 13	00
	304 व 272		0 21	19

[सं० 12016/3/81-प्रोब.]

**.. MINISTRY OF PETROLEUM, CHEMICALS AND ..  
FERTILIZER**

(Department of Petroleum)

New Delhi, the 4th September, 1982

**S.O. 3367.**—Whereas by a notification of the Government of India in the Ministry of Petroleum, Chemicals and Fertilizer (Department of Petroleum), S.O. No. 3112 dated 17-10-81 under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of Users in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipeline;

And whereas the Competent Authority has under sub-section (1) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the right of users in the said lands shall instead of vesting in the Central Government vest on this date of the publication of this declaration in the Oil and Natural Gas Commission free from encumbrances.

**SCHEDULE**

Pipeline from Well No. 119 to GGS-V.  
State: Gujarat District: Bharuch Taluka: Ankleshwar

Village	Block No.	Hec- tare	Acre	Centi- tiare
Sarthan	332	0	03	12
	329	0	26	00
	337	0	14	95
	338	0	11	05
	108	0	23	40
	303	0	13	00
	304 & 272	0	21	19

[No. 12015/3/8/Pro A.]

**का०प्र० 03368** — यतः इस संलग्न अनुसूची में विनिर्दिष्ट और पेट्रो-लियम खनिज पाइपलाइन (भूमि में उपयोग के अधिकारों का अर्जन) अधिनियम, 1962 की धारा 6 की उपधारा (1) के अधीन प्रकाशित भारत सरकार की अधिसूचना द्वारा इण्डियन प्रायव कांर्पोरेशन लिमिटेड के लिए उत्तर प्रदेश में गथुरा से पंजाब में जलन्धर तक पेट्रोलियम के परिवहन के लिए उस संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग का अधिकार अर्जित कर लिया गया है।

और यतः इण्डियन प्रायव कांर्पोरेशन लिमिटेड ने उक्त अधिनियम की धारा 7 की उपधारा (1) के खंड (1) में निर्दिष्ट प्रक्रिया को अनुसूची में निर्दिष्ट गांव के नाम के सामने दिखाई गई तिथि से पर्यवसान कर दिया है।

अथ यतः पेट्रोलियम और खनिज पाइपलाइन (भूमि के उपयोग के अधिकारों का अर्जन) नियमावली 1963 के नियम 4 के अधीन सक्षम प्राधिकारी उक्त तिथि को उपर निर्दिष्ट प्रक्रिया पर्यवसान के रूप में पृथक्-पृथक् अधिसूचित करने है।

**अनुसूची**

व्यक्ति क्षेत्र मधरा जलन्धर तक पाइपलाइन	सक्रिया	पर्यवसान
तत्कालीन सौर्जपत	जिला : सत.पत	राज्य : हरियाणा
मंत्रालय का नाम	गांव	वा.आ. भारत के मंत्रालय में प्रकाशन की तिथि
1	2	3
पेट्रोलियम, रसायन एवं उर्वरक मंत्रालय (पेट्रोलियम विभाग)	रं.हट	1732 13-6-1981 3-9-1982
[अर्मांक १५ जे पी एन/जी/एन ए/४/११६]		
टी.० एन.० परमेश्वरन्, अवर सचिव		

**S.O. 3368.**—Whereas by the notification of Government of India as shown in the schedule appended hereto and issued under sub-section (1) of section 6 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962, the Right of User has been acquired in the lands specified in the schedule appended thereto for the Indian Oil Corporation Limited for the transport of petroleum from Mathura in Uttar Pradesh to Jullundur in Punjab.

And whereas, the Indian Oil Corporation Limited has terminated the operation referred to in clause (i) of sub-section (1) of section 7 of the said Act on the date shown against the name of village in the schedule.

Now, therefore, under rule 4 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Rules, 1963, the Competent Authority hereby notifies the said date as the date of termination of the said operation.

**SCHEDULE**

Termination of operation of Pipeline from Mathura to Jullundur.

Tehsil : Sonapat	District : Sonapat	State : Haryana		
Name of Ministry	Name of Vill.	S.O. No.	Date of publication in Gazette of India	Date of Termination of
1	2	3	4	5
Petroleum, Chemicals & Fertiliser (Deptt.) of Petroleum).	R. hat	1732	13-6-81	3-9-1982

[No. MJPL/G/LA/4/116]

J.N. PARAMESWARAN, Under Secy.



**स्वास्थ्य और परिवार कल्याण मंत्रालय**  
(स्वास्थ्य विभाग)

नई दिल्ली, 27 अगस्त, 1982

क्रा० आ० 3369—यह भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 3 की उप-धारा (1) के खंड (ख) के उपबंधों का पालन करते हुए, मेरठ विश्वविद्यालय की सीनेट द्वारा डा० जे० एम० माथुर को 9 मई, 1982 से भारतीय आयुर्विज्ञान परिषद् का सदस्य निर्वाचित किया गया है,

अतः उन उक्त अधिनियम की धारा 3 की उप-धारा (1) के अनुसूचना में केन्द्रीय सरकार द्वारा पूर्ववर्ती स्वास्थ्य मंत्रालय, भारत सरकार की 9 जनवरी, 1960 की अधिसूचना संख्या 5-13/59-एम-1 में निम्नलिखित और मणोघटन करती है, अर्थात् :—

उक्त अधिसूचना में "धारा 3 की उप-धारा (1) के खंड (ख) के अधीन निर्वाचित" शेष के अन्तर्गत क्रम संख्या 44 और उसमें संबंधित प्रविष्टियों के स्थान पर निम्नलिखित क्रम संख्या और प्रविष्टियाँ प्रतिस्थापित की जाएँ, अर्थात् :—

"41 डा० जे० एम० माथुर,

प्रोफसर,

एम० एल० आर, एम० राजकीय मेडिकल कॉलेज, मेरठ।"

[सं० बी० 11013/11/82-एम०ई० (पी०)]

पी० सी० जैन, अवर सचिव

**MINISTRY OF HEALTH AND FAMILY WELFARE**

(Department of Health)

New Delhi, the 27th August, 1982

**S.O. 3369.**—Whereas in pursuance of the provision of clause (b) of sub-section (1) of section 3 of the Indian Medical Council Act, 1956 (102 of 1956) Dr. J. S. Mathur has been elected by the Senate of Meerut University to be a member of the Medical Council of India with effect from 9-5-1982.

Now, therefore, in pursuance of sub-section (1) of Section 3 of the said Act, the Central Government hereby makes the following amendment in the notification of the late Ministry of Health No. 5-13/59-M1, dated the 9th January, 1960, namely :—

In the said notification, under the heading "Elected under clause (b) of sub-section (1) of section 3" for serial number 44 and entries relating thereto the following serial number and entries shall be substituted, namely :—

"44. Dr. J. S. Mathur,

Professor,

L. L. R. M. Medical College,  
Meerut."

[No. V. 11013/11/82-M.E. (Policy)]

P. C. JAIN, Under Secy.

**इस्पात और खान मंत्रालय**

(इस्पात विभाग)

नई दिल्ली, 10 सितम्बर, 1982

क्रा० आ० 3370—इंडियन आयरन एंड स्टील कंपनी (शेयरों का अधिग्रहण) अधिनियम, 1976 (1976 का 89) की धारा 5 की उप-धारा (2) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार ने संदाय आयुक्त की सहायता करने के लिए, एतद्वारा 3 जून, 1982 से श्री एस०के० हाजरा, क्षेत्रीय लोहा और इस्पात नियंत्रक, कलकत्ता के स्थान पर डा०एस०सी० मजूमदार, लोहा और इस्पात संयुक्त नियंत्रक, कलकत्ता को नियुक्त किया है। वे उनकी सीपे गए, कार्यों के अलावा यह कार्य भी करेंगे।

[मिनिम संख्या 8(1)-के आई]

आर०एन० भट्टाचार्य, निदेशक

**MINISTRY OF STEEL AND MINES**  
(Department of Steel)

New Delhi, the 10th September, 1982

**S.O. 3370.**—In exercise of the powers conferred by sub-section (2) of section 5 of the Indian Iron and Steel Company (Acquisition of Shares) Act, 1976 (89 of 1976), the Central Government hereby appoints with effect from 3rd June, 1982 Dr. S. C. Mazumdar, Joint Iron and Steel Controller, Calcutta to assist the Commissioner of Payments, in addition to his duties in place of Shri S. K. Hazra, Regional Iron and Steel Controller, Calcutta.

[File No. 8(108)/76-KI]

R. N. BHATTACHARYYA, Director

**पर्यटन और नागर विमानन मंत्रालय**

नई दिल्ली, 24 अगस्त, 1982

क्रा० आ० 3371—केन्द्रीय सरकार राजभाषा (संघ के सरकारी प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उपनियम (4) के अनुसरण में, पर्यटन और नागर विमानन मंत्रालय के निम्नलिखित कार्यालय का, जिसके कर्मचारीवृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है।

भारतीय भूचुम्बकत्व संस्थान,

कुलाबा, बम्बई-400005

[संख्या ई-11011/8/81-हिन्दी]

विष्णु भगवान, निदेशक

**MINISTRY OF TOURISM AND CIVIL AVIATION**

New Delhi, the 24th August, 1982

**S.O. 3371.**—In pursuance of sub-rule (4) of rule 10 of the Official Languages (Use for Official Purposes of the Union) Rules, 1976 the Central Government hereby notifies the following office under the Ministry of Tourism and Civil Aviation, the Staff whereof have acquired the working knowledge of Hindi :—

Indian Institute of Geomagnetism,

Colaba, Bombay-400005.

[No. E-11011/8/81-Hindi]

VISHNU BHAGWAN, Director

**संचार मंत्रालय**

(डाक तार बोर्ड)

नई दिल्ली, 12 जुलाई, 1982

क्रा० आ० 3372 :—राजभाषा (संघ के शासकीय प्रयोजनों के लिये प्रयोग) नियम, 1976 के नियम 10(4) के तहत जिन्हें सरकारी राजपत्र में 17 जुलाई, 1976 को अधिसूचित किया गया था, एतद्वारा अधिसूचित किया जाता है कि इस बोर्ड के अधीन उन कार्यालयों (जिन्हें इस अधिसूचना के परिशिष्ट में दिखाया गया है) के कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है। यद्यपि, इस कार्यालय के तारीख 6 जुलाई, 1978, 28 नवम्बर, 1979 को जारी की गई अधिसूचना सं० ई० 1901/6/76-हिन्दी-क तथा 26 अगस्त, 1981 और 23 फरवरी, 1982 को जारी की गई अधिसूचना सं० ई० 1901/4/81-राजभाषा के मिलानों में है।

## उत्तर प्रदेश डाक सर्किल

क्रम सं०	कार्यालय का नाम	मुख्यालय
1	प्रधीक्षक डाकघर	मुल्तान पुर
राजस्थान दूर-संचार सर्किल		
1	मंडल अभियन्ता तार	अजमेर
2	"	अलवर
3	"	ब्यावार
4	"	बीकानेर
5	"	श्रीगंगा नगर
6	"	जयपुर
7	"	सीकर
8	"	जोधपुर
9	"	भरतपुर
10	"	कोटा
11	"	भीलवाड़ा
12	"	उदयपुर
13	"	पाली
14	मंडल अभियन्ता टेलीफोन	जोधपुर
15	"	उदयपुर
16	"	कोटा
17	"	बीकानेर
18	वरिष्ठ प्रधीक्षक, तार परियोजना	जयपुर
19	"	अजमेर
20	"	बीकानेर
21	"	कोटा
22	केन्द्रीय तारघर	जयपुर
23	विभागीय तारघर	अजमेर
24	"	जोधपुर
25	"	कोटा
26	"	उदयपुर

[स० ई-1901/4/81-राजभाषा]

मंगल नाथ मिह, निदेशक (राजभाषा)

## MINISTRY OF COMMUNICATIONS

(Posts &amp; Telegraphs Board)

New Delhi, the 12th July, 1982

S.O. 3372.—In operation of Rule 10(4) of the Official Languages (Use for Official Purposes of the Union) Rules, 1976 as published in Gazette of India on 17-7-1976 it is hereby notified that the staff of offices under this Board, as shown in the appendix to Notification have acquired a working knowledge of Hindi. This is in continuation of this office Notifications No. 1901/6/76-Hindi-A, dated the 6th July, 1978, 28th November, 1979 and Notification No. E-1901/4/81-OL dated the 26th August, 1981 and 23rd February, 1982.

## U.P. POSTAL CIRCLE

Sl. No.	Name of Office	Head Office
1.	Superintendent of Post Offices, Sultanpur	Sultanpur
Rajasthan Telecom Circle		
1.	Divisional Engineer Telegraphs, Ajmer	Ajmer
2.	-do-	Alwar
3	-do-	Byawar
4	-do-	Bikaner
5.	-do-	Sriganganagar
6.	-do-	Jaipur
7.	-do-	Seekar
8.	-do-	Jodhpur
9.	-do-	Bharatpur
10.	-do-	Kota
11.	-do-	Bhilwara
12.	-do-	Udaipur
13.	-do-	Pali
14.	Divisional Engineer Phone	Jodhpur
15.	-do-	Udaipur
16.	-do-	Kota
17.	-do-	Bikaner
18.	Senior Supdt. Telegraph Traffic	Jaipur
19.	-do-	Ajmer
20.	-do-	Bikaner
21.	-do-	Kota
22.	Central Telegraph Office	Jaipur
23.	Divisional Telegraphs Office	Ajmer
24.	-do-	Jodhpur
25.	-do-	Kota
26.	-do-	Udaipur

[No. E-1901/4/81-OL]

M. N. SINGH, Director (OL)

नई दिल्ली, 15 सितम्बर, 1982

का. आ. 3373.—स्थायी आदेश संख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किए गए भारतीय तार नियम, 1951 को नियम 434 के खंड 3 के पैरा (क) के अनुसार डाक-तार सहा-निदेशक ने अम्बामुद्रम टेलीफोन केंद्र में दिनांक 1-10-82 से प्रमाणित दर प्रणाली लागू करने का निश्चय किया है।

[संख्या 5-4/82-पी. एच. बो ]

आर. गी. कटारिया,

सहायक निदेशक (पी. एच. बी.)

New Delhi, the 15th September, 1982

S.O. 3373.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 Jated 8th March, 1960, the Director General, Posts and Telegraphs, hereby specifies 1-10-1982 as the date on which the Measured Rate System will be introduced in Ambasamudram Telephone Exchange, Tamil Nadu Circle.

[No. 5-4/82-PHB]

R. C. KATARIA, Asstt. Director Genl. (PHB)

## सूचना और प्रसारण मंत्रालय

नई दिल्ली, 3 सितम्बर, 1982

का० आ० 3374.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में, सूचना और प्रसारण मंत्रालय के क्षेत्रीय प्रचार निदेशालय के निम्नलिखित कार्यालयों को, जिनके कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करता है :-

1. प्रादेशिक कार्यालय, पुणे
2. क्षेत्रीय प्रचार यूनिट, भोपाल
3. क्षेत्रीय प्रचार यूनिट, उज्जैन
4. क्षेत्रीय प्रचार यूनिट, मन्डसोर
5. क्षेत्रीय प्रचार यूनिट, गुना
6. क्षेत्रीय प्रचार यूनिट, छतरपुर
7. क्षेत्रीय प्रचार यूनिट, राँची
8. क्षेत्रीय प्रचार यूनिट, धनबाद
9. क्षेत्रीय प्रचार यूनिट, दुमका
10. क्षेत्रीय प्रचार यूनिट, गुमला
11. क्षेत्रीय प्रचार यूनिट, हजारीबाग
12. क्षेत्रीय प्रचार यूनिट, रायपुर
13. क्षेत्रीय प्रचार यूनिट, शहदोल
14. क्षेत्रीय प्रचार यूनिट, कान्कर
15. क्षेत्रीय प्रचार यूनिट, राँवा
16. क्षेत्रीय प्रचार यूनिट, खारगोन
17. क्षेत्रीय प्रचार यूनिट, मेरठ
18. क्षेत्रीय प्रचार यूनिट, मुजफ्फरनगर
19. क्षेत्रीय प्रचार यूनिट, मुरादाबाद
20. क्षेत्रीय प्रचार यूनिट, नैनीताल
21. क्षेत्रीय प्रचार यूनिट, शम्शावा
22. क्षेत्रीय प्रचार यूनिट, रोहतक
23. क्षेत्रीय प्रचार यूनिट, हिसार
24. क्षेत्रीय प्रचार यूनिट, फिरोजपुर
25. क्षेत्रीय प्रचार यूनिट, लुधियाना
26. क्षेत्रीय प्रचार यूनिट, जलन्धरा
27. क्षेत्रीय प्रचार यूनिट, जमशेदपुर
28. क्षेत्रीय प्रचार यूनिट, हर्मरपुर
29. क्षेत्रीय प्रचार यूनिट, शिमला
30. क्षेत्रीय प्रचार यूनिट, लाहौर
31. क्षेत्रीय प्रचार यूनिट, गोंय
32. क्षेत्रीय प्रचार यूनिट, कानपुर
33. क्षेत्रीय प्रचार यूनिट, इलाहाबाद
34. क्षेत्रीय प्रचार यूनिट, मधुपुर-खैर
35. क्षेत्रीय प्रचार यूनिट, अजमेर
36. क्षेत्रीय प्रचार यूनिट, अन्धधर
37. क्षेत्रीय प्रचार यूनिट, श्रीगंगानगर
38. क्षेत्रीय प्रचार यूनिट, जयपुर
39. क्षेत्रीय प्रचार यूनिट, सबई माधोपुर
40. क्षेत्रीय प्रचार यूनिट, कोटा
41. क्षेत्रीय प्रचार यूनिट, उदयपुर
42. क्षेत्रीय प्रचार यूनिट, बाड़मेर
43. क्षेत्रीय प्रचार यूनिट, पटना
44. क्षेत्रीय प्रचार यूनिट, भागलपुर
45. क्षेत्रीय प्रचार यूनिट, मुंगेर
46. क्षेत्रीय प्रचार यूनिट, किशनगंज
47. क्षेत्रीय प्रचार यूनिट, कारबिसाज
48. क्षेत्रीय प्रचार यूनिट, दरभंगा
49. क्षेत्रीय प्रचार यूनिट, मोतीहारी
50. क्षेत्रीय प्रचार यूनिट, सीतामढ़ी
51. क्षेत्रीय प्रचार यूनिट, मिर्जापुर
52. क्षेत्रीय प्रचार यूनिट, अरुणवासा
53. क्षेत्रीय प्रचार यूनिट, सुनत
54. क्षेत्रीय प्रचार यूनिट, राधेश
55. क्षेत्रीय प्रचार यूनिट, पायनपुर
56. क्षेत्रीय प्रचार यूनिट, भुज

57. क्षेत्रीय प्रचार यूनिट, राजकोट
58. क्षेत्रीय प्रचार यूनिट, हिममतनगर,

[संख्या ई-11011/5/82-हिन्दी]

इन्दु भूषण कर्ण, अवर सचिव

## MINISTRY OF INFORMATION AND BROADCASTING

New Delhi, the 3rd September, 1982

S.O. 3374.—In pursuance of sub-rule (4) of rule 10 of the Official Languages (Use for official purposes of the Union) Rules, 1976, the Central Government hereby notifies the following offices of the Directorate of Field Publicity of the Ministry of Information and Broadcasting, the staff whereof have acquired the working knowledge of Hindi :—

1. Regional Office, Pune
2. Field Publicity Unit, Bhopal
3. Field Publicity Unit, Ujjain
4. Field Publicity Unit, Mandsoore
5. Field Publicity Unit, Guna
6. Field Publicity Unit, Chhattarpur
7. Field Publicity Unit, Ranchu
8. Field Publicity Unit, Dhanbad
9. Field Publicity Unit, Dumka
10. Field Publicity Unit, Gumla
11. Field Publicity Unit, Hazaribagh
12. Field Publicity Unit, Raipur
13. Field Publicity Unit, Shahdol
14. Field Publicity Unit, Kanker
15. Field Publicity Unit, Rewa
16. Field Publicity Unit, Agra
17. Field Publicity Unit, Meerut
18. Field Publicity Unit, Mujallar Nagar
19. Field Publicity Unit, Muradabad
20. Field Publicity Unit, Nainital
21. Field Publicity Unit, Ambala
22. Field Publicity Unit, Rohtak
23. Field Publicity Unit, Hissar
24. Field Publicity Unit, Firozpur
25. Field Publicity Unit, Ludhiana
26. Field Publicity Unit, Jullunder
27. Field Publicity Unit, Dharamshala
28. Field Publicity Unit, Hamirpur
29. Field Publicity Unit, Simla
30. Field Publicity Unit, Nahan
31. Field Publicity Unit, Gonda
32. Field Publicity Unit, Kanpur
33. Field Publicity Unit, Allahabad
34. Field Publicity Unit, Lakhimpur Kher
35. Field Publicity Unit, Ajmer
36. Field Publicity Unit, Alwar
37. Field Publicity Unit, Shriganga Nagar
38. Field Publicity Unit, Jaipur
39. Field Publicity Unit, Savai Madhopur
40. Field Publicity Unit, Kota
41. Field Publicity Unit, Udaipur
42. Field Publicity Unit, Barmer
43. Field Publicity Unit, Patna
44. Field Publicity Unit, Bhagalpur
45. Field Publicity Unit, Munger
46. Field Publicity Unit, Kishanganj
47. Field Publicity Unit, Farbisganj
48. Field Publicity Unit, Darbanga
49. Field Publicity Unit, Motinagar
50. Field Publicity Unit, Sitamadhli
51. Field Publicity Unit, Sidhi
52. Field Publicity Unit, Ahmedabad
53. Field Publicity Unit, Surat
54. Field Publicity Unit, Godhra
55. Field Publicity Unit, Palanpur
56. Field Publicity Unit, Bhuj
57. Field Publicity Unit, Rajkot
58. Field Publicity Unit, Himmat Nagar

[No. E-11011/5/82-Hindi]

I. B. KARAN, Under Secy.

## अवैश

नई दिल्ली, 7 दिसम्बर, 1982

क्रा० आ० 3375—भारत सरकार के सूचना और प्रसारण मंत्रालय के आवैश सख्या एस० आ० 3792, दिनांक 2 दिसम्बर, 1966 की प्रथम अनुसूची में निर्धारित प्रत्येक अधिनियम के उपबंध के अन्तर्गत जारी किए गए निदेशों का अनुसार केंद्रीय सरकार फिल्म मलाहकार बोर्ड, बम्बई की सिफारिशों पर विचार करने के बाद एतद्वारा इसके साथ लगी अनुसूची के कालम 2 में दी गई फिल्मों को उनके सभी भारतीय भाषाओं के रूपान्तरों सहित, जिनका विवरण प्रत्येक के सामने उक्त अनुसूची के कालम 6 में दिया हुआ है, स्वीकृत करती है—

## अनुसूची

क्रम सख्या	फिल्म का नाम	फिल्मकी लम्बाई (मीटरों में)	आवक का नाम	निर्माता का नाम	क्या वैज्ञानिक फिल्म है या शिक्षा संबंधी फिल्म है या समाचार और सामयिक घटनाओं की फिल्म है या डाकुमेन्ट्री फिल्म है
1	2	3	4	5	6
1 माग		448 06	अफ़्ताब सैयद शाकिर खा, मिनेजोना, अफ़्ताब स्टुडियो, माहिम रेलवे स्टेशन के सामने बम्बई-400016		डाकुमेन्ट्री फिल्म सामान्य प्रदर्शन के लिए
2 कन्फ्यूज़न एट द बम स्टाप		300 23	भारत चलचित्र 305, सीनैल, ग्रीन फील्ड्स, ए० बी० नायर राड, जुहू, बम्बई-49		—तदैव—
3 घर अपना		300 81	श्री डाकुमेन्ट्री फिल्मस बी/1 बाहरी नगर, माहुल खेम्बर, बम्बई-79	कानीमार शोरे, गारे, डाकुमेन्ट्री फिल्मस।	तदैव—
4 कलाम कलाम कलाम		493 17	सी० श्रीधर रड्डी 6-3-598/ 23, बैकटरामन बालानी, हैदराबाद।		डाकुमेन्ट्री फिल्म। सामान्य प्रदर्शन के लिए।
5 महिला चित्र सख्या 366		283-46	सूचना निदेशक, गुजरात सरकार सचिवालय गांधी नगर।	सहायक सूचना निदेशक, गुजरात सरकार, नामनाई रिसर्च लेबा० लि०, 77, डा० एनी बेसेट राड, बम्बई-18	समाचार और सामयिक घटनाओं की फिल्म गुजरात सर्किट में प्रदर्शन के लिए
6 महाराष्ट्र समाचार सख्या 374		216	सूचना और जन सम्पर्क महा- निदेशालय, महाराष्ट्र सरकार, फिल्म सेक्टर, 68, मारदेव राड, बम्बई-34		समाचार और सामयिक घटनाओं की फिल्म। महाराष्ट्र सर्किट में प्रदर्शन के लिए।
7 ओडिसर मुख्य घटनावली सख्या 127		304	श्री एस० के राय सूचना और जनसम्पर्क निदेशक, और संयुक्त सचिव उड़ीसा सरकार और जन सम्पर्क विभाग, भुवनेश्वर।		समाचार और सामयिक घटनाओं की फिल्म। उड़ीसा सर्किट में प्रदर्शन के लिए।
8 ओडिसर मुख्य घटनावली सख्या 128		312 12	—तदैव—		—तदैव—
9 प्रियेयरिंग फार एशियाड 82		229	फिल्म प्रभाग 24-बैडर रोड, बम्बई-400026		डाकुमेन्ट्री फिल्म। सामान्य प्रदर्शन के लिए।
10 वि विडो आफ लालेज		530	समर बाम, 2/41-ए सूर्यनगर कलकत्ता-40	रतन राय और समर बाम, 14/2 पद्मानंद तोला रोड, कलकत्ता-29	—तदैव—
11 निरूपेणचित्तव्यू (पुश्पर मैज ममईल) (लघु रूपान्तर)		290	जन० कृष्णस्वामी, 25 मैकेंड स्ट्रीट निक एरिया मद्रास-34		डाकुमेन्ट्री फिल्म। आंध्र प्रदेश सर्किट में प्रदर्शन के लिए।

1	2	3	4	5	6
12	नीलम सजीव रेड्डी प्रेजिडेंट आफ इंडिया	293.52	फिल्म प्रभाग 24-पैडर रोड, बम्बई-100026		डाकुमेंट्री फिल्म। सामान्य प्रदर्शन के लिए
13	स्टोरी आफ टेनीसम्युनिकेशन	207.26	-तथैव-		-तथैव-
14	आल आउट बर्न	199.00	-तथैव-		-तथैव-
15	एप्लान फार वाटर	514.00	-तथैव-		-तथैव-
16	पैमटर आफ ड्रैविट	320.04	नेशनल गजकेशनल गंड इन्फा-मेशन फिल्म लि०, नेशनल हाऊस, तुलक रोड, बम्बई।	रोटरी क्लब आफ बम्बई।	डाकुमेंट्री फिल्म। सामान्य प्रदर्शन के लिए।
17	सहिती चित्र संख्या 367	283.46	महायुक्त सूचना निदेशक गुजरात सरकार, रामनाई लेबा० लि० 77, डा० एनी बेसेट राड, बार्ली, बम्बई-18.	सूचना निदेशक गुजरात सरकार, सचिवालय, ब्लाक 7, गांधीनगर-382010	समाचार और सामयिक घटनाओं की फिल्म। गुजरात सर्किट में प्रदर्शन के लिए।
18	महाराष्ट्र समाचार संख्या 375	299	सूचना और जन संपर्क महा-निदेशालय, महाराष्ट्र सरकार, फिल्म सेक्टर, 68-नारदेव राड, बम्बई -31		समाचार और सामयिक घटनाओं की फिल्म। महाराष्ट्र सर्किट में प्रदर्शन के लिए।
19	मीना	535	फिल्म प्रभाग, 24-पैडर रोड, बम्बई-100026.		डाकुमेंट्री फिल्म सामान्य प्रदर्शन के लिए।
20	डा० शिवाजी राव पटवर्धन	273	-तथैव-		-तथैव-
21	बिहार समाचार संख्या 10	296.57	एम० ए० फिल्म समायक, बिहार सरकार, पटना मार्केट बम्बई फिल्म लेबा०, दादर	सूचना और जन संपर्क निदेशक, बिहार सरकार, पटना -14	समाचार और सामयिक घटनाओं की फिल्म। बिहार में प्रदर्शन के लिए।
22	बिहार समाचार संख्या 11	198.70	-तथैव-	-तथैव-	-तथैव-
23	सहिती चित्र संख्या 368	285.49	महायुक्त सूचना निदेशक, गुजरात सरकार, रामनाई लेबा० लि० 77 डा० एनी बेसेट रोड, बार्ली, बम्बई-100018.		समाचार और सामयिक घटनाओं की फिल्म। गुजरात में प्रदर्शन के लिए।
24	बार्ना तारागिणि संख्या 24	251.52	एम० पी० स्टेट फिल्म डिबेलमैट कारपोरेशन, लि० 11-5-42.3/1, मकड़ी का पुल, हुंदराबाद 500004.		समाचार और सामयिक घटनाओं की फिल्म। आन्ध्र प्रदेश सर्किट में प्रदर्शन के लिए।
25	मध्य प्रदेश समाचार वर्णन-37	213.36	एम० ए० नायक (समायक), बम्बई फिल्म लेबा० लि० प्रा० लि०, बम्बई	सूचना और जन संपर्क निदेशक, मध्य प्रदेश भोपाल।	समाचार और सामयिक घटनाओं की फिल्म। मध्य प्रदेश सर्किट में प्रदर्शन के लिए।
26	ऐसे क्या जीना (सर्वाधिकार)	226.16	सैमर्स पालीवाल पिक्चर्स, 25 अल हिलाल बादरा रेचमेसन, बादरा, बम्बई-60	कु० मोना पालीवाल, पार्सावाल पिक्चर्स, 25 अल हिलाल, बादरा रिक्सेमेशन,	डाकुमेंट्री फिल्म। सामान्य प्रदर्शन के लिए
27	मच क्या है	280.72	श्री अनिल राजपेयी 50, मोनबार्ड मदन, बैजुर रोड, बादरा (परिष्कार) बम्बई-50	बादरा, बम्बई-50	-तथैव-
28	ए मिटी एट स्टैक	559.00	यूनीकॉन फिल्म, डी-11, कामर्स सेंटर, नारदेव रोड, बम्बई-34.	श्री बी० डी० गंग, यूनीकॉन फिल्म, डी-11, कामर्स सेंटर, नारदेव रोड, बम्बई-34	डाकुमेंट्री फिल्म सामान्य प्रदर्शन के लिए।
29	डिस्टीनेशन एटान्कटिका	139.00	फिल्म प्रभाग, 24-पैडर रोड, बम्बई-100026		डाकुमेंट्री फिल्म। सामान्य प्रदर्शन के लिए।

1	2	3	4	6
30. मञ्जिरी चित्र सख्या 369	268 22	महायक सूचना निदेशक, गुजरात सरकार, रामनाथ रिसर्व, खेबा 0 लि०, 77-रा० एनी बेसेट राउ, बोली, बम्बई-400018	सूचना निदेशक, गुजरात सरकार समाचार और सचिवालय, गांधीनगर।	सामयिक घटनाओं की फिल्म गुजरात मकट में प्रदर्शन के लिए
31 प्रकृति की गोद में	313 33	महायक सूचना निदेशक (फिल्म) रामनाथ रिसर्व, खेबा 0 लि० 77-रा०, उनी बेसेट राउ, बोली, बम्बई-400018	-तथैव-	डाकुमेंट्री फिल्म सामान्य प्रदर्शन के लिए
32 सीमा	553	फिल्म प्रभाग, 24-पैडर रोड, बम्बई-400026	-तथैव-	
33 जे० के० राजाला मजालो	239	सूचना और जन सम्पर्क महा-निदेशालय, महाराष्ट्र सरकार, फिल्म सेटर, 68, मारवे रोड, बम्बई-34.		डाकुमेंट्री फिल्म महाराष्ट्र मकट में प्रदर्शन के लिए
34 महाराष्ट्र समाचार सख्या 376	280	-तथैव-		समाचार और सामयिक घटनाओं की महाराष्ट्र मकट में प्रदर्शन के लिए।
35 मेहनत की इज्जत	222 00	सूचना और जन सम्पर्क निदेशक, मध्य प्रदेश सरकार, भोपाल।		डाकुमेंट्री फिल्म मध्य प्रदेश मकट में प्रदर्शन के लिए।
36 प्रजेंटिड बिज्डम आररलीड एड यूगोस्लाविया	288 00	फिल्म प्रभाग, 24-पैडर रोड, बम्बई-400026		समाचार और सामयिक घटनाओं की फिल्म। सामान्य प्रदर्शन के लिए।
37 जूधल आफ मणिपुर	191 39	जगत मुगरी, जगत मुगरी प्रोडक्शनल्स, 105, कम्पस, 27/1 बेरदवाता, पुणे-4।		डाकुमेंट्री फिल्म सामान्य प्रदर्शन के लिए।
38 भार्ता सरगिणि सख्या 25	238.11	आंध्र प्रदेश राज्य फिल्म विकास नियम, 11-5-423/1/लकरी का पुन, हैदराबाद।		समाचार और सामयिक घटनाओं की फिल्म। (आंध्र प्रदेश राज्य में प्रदर्शन के लिए)
39 मञ्जिरी चित्र सख्या 370	277 37	महायक सूचना निदेशक, गुजरात सरकार, रामनाथ रिसर्व, खेबा 0 लि०, 77-रा० बी० रोड, बोली, बम्बई-18	सूचना निदेशक, गुजरात सरकार, गांधीनगर।	समाचार और सामयिक घटनाओं की फिल्म। (गुजरात मकट में प्रदर्शन के लिए)
40 हैथ फार ग्रान	196 00	निदेशक फिल्म प्रभाग 24-पैडर रोड बम्बई-400026		डाकुमेंट्री फिल्म। इसके सभी रूपान्तर में सामान्य प्रदर्शन के लिए।
41. मध्य प्रदेश समाचार प्रदर्शन सख्या 39	269 17	सूचना और प्रचार निदेशक, मध्य प्रदेश सरकार, भोपाल।		समाचार और सामयिक घटनाओं की फिल्म। मध्य प्रदेश मकट में प्रदर्शन के लिए।
42 सुखी जीवन के लिये (हिन्दी) (सेकिण्ड हलीभूत मूल शीर्षक)	64 430	फिल्म प्रभाग, 24-पैडर रोड, बम्बई-400026		डाकुमेंट्री फिल्म। सामान्य प्रदर्शन के लिये।
43 विकास गया	10902	एग० के० गिखा, अध्यक्ष, सैमर इन्टरनेशनल फिल्म वा-आप-टिव इन्स्टीट्यूट (प्रोडक्शन) मासाइटी लि० 503, मर्योग बिर्लिङ 54, नरम पैलेस, नई दिल्ली-19		-तथैव-

1	2	3	4	5	6
44. महिषी चित्र संख्या 371	251.16	सहायक सूचना निदेशक, गुजरात सरकार, रामनाथ रिसर्च लेबां लि०, 77-डा० इनीवर्सिटी रोड, बम्बई -18.	सूचना निदेशक, गुजरात सरकार, रामनाथ रिसर्च लेबां लि०, 77-डा० इनीवर्सिटी रोड, बम्बई -18.	समाचार और सामयिक घटनाओं की फिल्म। गुजरात सकिट में प्रदर्शन के लिए।	
45. बहू भी ब्रेटी होती है (हिन्दी)	274.32	जैल-चर्चनेदी, 303 'बी' राज निकेतन, एस० बी० रोड, गोर गाव (पश्चिम) बम्बई-400062		डाकुमेंट्री फिल्म सामान्य प्रदर्शन के लिए।	
46. स्टेनलेस स्टील दि ट्रेडिग्रिप्प सेवरी अलोंग	377.95	मेमर्स ग्लेस स्टील प्लाट (भारत रेडियो एडवर्टाइजिंग सर्विस, सरकार के उपरूप एस० ए० आई० एल का० प्रभाग ) स्वेम- 636013, तमिलनाडु		सीमिल कार्ट, लैम्पडौव रोड, बम्बई-400029.	
47. माण धर	384-35	सहायक सूचना निदेशक गुजरात सरकार, रामनाथ रिसर्च लेबां लि०, 77-डा० इनीवर्सिटी रोड, बम्बई-18	सूचना निदेशक गुजरात सरकार, रामनाथ रिसर्च लेबां लि०, 77-डा० इनीवर्सिटी रोड, बम्बई-18	डाकुमेंट्री फिल्म गुजरात में प्रदर्शन के लिए	गुजरात सकिट में प्रदर्शन के लिए।
49. जहर	271	सूचना और जन सम्पर्क महा-निदेशालय, महाराष्ट्र सरकार फिल्म सेंटर, 68, नारदेव रोड बम्बई-400031		डाकुमेंट्री फिल्म महाराष्ट्र सकिट में प्रदर्शन के लिए	
50. महाराष्ट्र समाचार संख्या 377 (मराठी और हिन्दी)	283	सूचना और जन सम्पर्क महा-निदेशालय, महाराष्ट्र सरकार फिल्म सेंटर, 68 नारदेव रोड, बम्बई-400034		समाचार और सामयिक घटनाओं की फिल्म। महाराष्ट्र सकिट में प्रदर्शन के लिए।	
51. जेयुथा	479.45	के० एम० खवो० ब्रोम (बोसबाल) सेसर्स श्री निवाग धार्त फिल्म, नं० 36, प्रकाशन स्ट्रीट, टी० नगर, मद्रास-17.		डाकुमेंट्री फिल्म आंध्र प्रदेश सकिट में प्रदर्शन के लिए।	
52. सिन्धु दुर्ग (जलदर्शन)	299.00	सूचना और जन सम्पर्क महा-निदेशालय, महाराष्ट्र सरकार फिल्म सेंटर, 68 नारदेव रोड, बम्बई -34		डाकुमेंट्री फिल्म महाराष्ट्र सकिट में प्रदर्शन के लिए	
53. फार प्रोग्राम	61.00	फिल्म प्रभाग, 24 पैयर रोड, बम्बई-400026.		डाकुमेंट्री फिल्म सामान्य प्रदर्शन के लिए।	
54. वार्ताचरित्राणि संख्या 26	285.06	आंध्र प्रदेश राज्य फिल्म विकास निगम, लि०, 11-5-423/1, लकड़ी का पुल, हैदराबाद 500004.		समाचार और सामयिक घटनाओं की फिल्म। आंध्र प्रदेश सकिट में प्रदर्शन के लिए।	
55. वार्ता चरित्राणि संख्या 27	217.98	-नईव-		-नईव-	

## ORDER

New Delhi, the 7th September, 1982

S.O. 3375.—In pursuance of the directions issued under the provision of each of the enactments specified in the First Schedule to the order of the Government of India in the Ministry of Information and Broadcasting No. S.O. 3792 dated 2nd December, 1965 the Central Government after considering recommendations of the Films Advisory Board, Bombay hereby approves the films specified in column 2 of the Schedule annexed hereto in all its/their language versions to be of the description specified against it/cach in column 6 of the said schedule.

## SCHEDULE

Sl. No.	Title of the film	Length of the film in metres	Name of the applicant	Name of the producer	Brief synopsis whether a scientific film or for educational purpose or a film dealing with news & current events or documentary film
1	2	3	4	5	6
1.	Maang	448.06	Afrar Sayed Shakir Khan Cinezone Ashraf Studio, Opp. Mahim Rly. Station, Bombay-400 016.		Documentary for general release.
2.	Confusion at Bus Stop	300.23	Bharat Chalchitra 305, Seashell, Green Fields, A.B. Nair Road, Juhu, Bombay-49.		-do-
3.	Ghar Apna (A House of our own)	300.81	Shirey Documentary Films, B/4, Bahri Nagar, Mahul Chembur, Bombay-79.	Kaninar Shorey, Shorey Documentary Films.	-do-
4.	Katnam-Katnam Katnam	493.47	C. Sridhar Reddy 6-3-596/23 Hyderabad.	Venkataramana Colony,	Documentary General release.
5.	Mahiti Chitra No. 366	283.46	Director of Information Govt. of Gujarat Sachivalaya, Gandhinagar.	Asstt. Director of Information, Govt. of Gujarat, Ramnord Research Gujarat Ltd. 77, Dr. Annie Besant Road, Bombay-18.	News & Current Events. Release in Gujarat circuit.
6.	Maharashtra News No. 374	246	Directorate General of Information and Public Relations, Govt. of Maharashtra, Film Center, 68, Tardeo Road, Bombay-34.		News and Current Events. Release in Maharashtra circuit.
7.	Odissar Mukhya Ghatnabali No. 127		Shri M.K. Rao, Director of Information & Public Relations & Joint Secretary to Govt. of Orissa Information & Public Relations Dept., Bhubaneswar.		News and Current Events. Release in Orissa circuit.
8.	Odissar Mukhya Ghatnabali No. 128			-do-	-do-
9.	Preparing for Asiad-82	229	Films Division, 24-Peddar Road, Bombay-400 026.		'Documentary' General release.
10.	The Window of Knowledge	530	Samar Das 2/444, Suryanagar Calcutta-40.	Ratan Roy & Samar Das 14/2, Panchanantolla Road, Calcutta-29.	-do-
11.	Nirupedha chirunavvu (Poor Man's Smile) (Shorter version)	290	N. Krishnaswamy 25, Second Street, Lake Area, Madras-34.		'Documentary' Release in Andhra Pradesh circuit.
12.	Neelam Sanjiva Reddy President of India	293.52	Films Division, 24-Peddar Road, Bombay-400 026.		'Documentary' General Release.
13.	Story of Telecommunications.	207.26		-do-	-do-
14.	All about Burns	199.00		-do-	-do-
15.	A Plan for water	544.00		-do-	-do-
16.	A Matter of Habit	320.04	National Educational & Information Films Ltd., National House, Tulloch Road, Bombay.	Rotary Club of Bombay	-do-



1	2	3	4	5	6
17. Mahiti Chitra No. 367	283.46	Asstt. Director of Information Govt. of Gujarat, Ramnord Lab. Ltd., 77 Dr. Annie Besant Road, Worli, Bombay-18.	Director of Information, Govt. of Gujarat Sachivalaya, Block 7, Gandhinagar-382010		'News & Current Events' for release in Gujarat circuit
18. Maharashtra News No. 375	299	Directorate General of Information & Public Relations, Govt. of Maharashtra, Film Center, 63, Tardeo Road, Bombay-34.			News and Current Events for release in Maharashtra circuit.
19. Meena	535	Films Division, 24-Peddar Road, Bombay-400 026.			'Documentary' General release.
20. Dr. Shivajee Rao Patwardhan	273		-do-		-do-
21. Bihar Samachar No. 10	296.57	M. Jha, Film Editor, Govt. of Bihar, Patna, C/o. Bombay Film Laboratories, Dadar.	Director of Information & Public Relations, Govt. of Bihar, Patna.		News & Current Events for release in Bihar circuit.
22. Bihar Samachar No. 11	198.70	M. Jha, Film Editor, Govt. of Bihar, Patna, C/o. Bombay Film Laboratories, Dadar.	Director of Information & Public Relations, Govt. of Bihar, Patna-15.		News and Current Events for release in Bihar circuit.
23. Mahiti Chitra No. 368	285.49	Asstt. Director of Information, Govt. of Gujarat Ramnord Research Lab. Ltd. 77, Dr. Annie Besant Road, Worli, Bombay-400 018.			News and Current Events for release in Gujarat circuit.
24. Varta Tarangini No. 24	251.52	A.P. State Film Dev. Corpn. Ltd, 11-5-423/1, Lakdi-ka-pul Hyderabad-500 004.			News and Current Events for release in A.P. circuit.
25. M.P. Samachar Darshan-37	213.36	M.A. Naik (Editor) Bombay Film Lab. (P) Ltd. Bombay.	Director of Information & Publicity, M.P., Bhopal		News and Current Events for release in M.P. circuit.
26. Aise Kya Jeena (Revised)	226.16	M/s. Paliwal Pictures, 25 Al, Hilal Bandra Reclamation, Bandra, Bombay-50.	Miss Meena Paliwal Paliwal Pictures, 25-Al Hilal, Bandra Reclamation, Bandra, Bombay-50.		'Documentary' for general release.
27. Sach Kya Hai	280.72	Shri Anil Bajpai, 50, Son Bai Sadan, Bazar Road, Bandra (W) Bombay-50.			-do-
28. A City at Stake	559.00	Unicorn Films, D-11, Commerce Centre, Tardeo Road, Bombay-34.	Shri B. D. Garga Unicorn Films D-11, Commerce Centre, Tardeo Road, Bombay-34		-do-
29. Destination Antarctica	339.00	Films Division, 24-Peddar Road, Bombay-400 026.			'Documentary' for general release.
30. Mahiti Chitra No. 369	268.22	Asst. Director of Information Govt. of Gujarat Ramnord Research Lab. Ltd. 77, Dr. A.B. Road, Worli, Bombay-400 018.	Director of Information Govt. of Gujarat, Sachivalaya Gandhinagar.		News and Currents Events for release in Gujarat circuit
31. Prakrutikee Godme	313.33	Asstt. Director of Information (Films) Govt. of Gujarat, Ramnord Research Lab. Ltd. 77, Dr. A.B. Road, Worli, Bombay-18.	Director of Information Govt. of Gujarat, Sachivalaya Gandhinagar.		'Documentary' for general release.
32. Seema	553	Films Division, 24-Peddar Road, Bombay-400 026.			-do-
33. Je Ka Ranjale Ganjale	239	Directorate Gen. of Information and Pub. Relations, Govt. of Maharashtra, Film Centre, 68, Tardeo Road, Bombay-34.			'Documentary' for release in Maharashtra circuit.
34. Maharashtra News No. 376	280		-do-		'News and Current Events' for release in Maharashtra Circuit.
35. Mehnat Ki Ijtit	222.00	Director, Information and Publicity, Govt. of M.P. Bhopal.			Documentary release in Madhya Pradesh circuit.
36. President Visits Ireland and Yugoslavia.	288.00	Films Division, 24-Peddar Road, Bombay-400 026.			News and Current Event (general release).
37. Jewel of Manipur	494.39	Jagat Murari, Jagat Murari Productions, 105 Kalpataru, 27/1-Bendavanna, Pune-4.			Documentary General Release.

1	2	3	4	5	6
38. Varta Tarangini No. 25	238.11	A.P. State Film Dev. Corporation, 11-5-423/1/Lakdi-ka-pul, Hyderabad.			News and Current Events (Release in Andhra Pradesh State).
39. Mahiti Chitra No. 370	277.37	Asstt. Director of Information Govt. of Gujarat Ramnord Research Lab, 77, Dr. A.B. Road, Worli, Bombay-18.	Director of Information Govt. of Gujarat, Gandhinagar.		News and Current Events (Release in Gujarat circuit).
40. Health for All	196.00	Films Division, 24-Peddar Road, Bombay-400 026.			'Documentary' for general release in all its versions.
41. M.P. Samachar Darshan No. 39	269.14	Dir. Information and Publicity Govt. of M.P., Bhopal.			'News & Current Events' for release in M.P. circuit.
42. Sukhi Jivan Ke Liye (Hindi) (Second Honey-moon) Original title.	84.430	Films Division, 24-Peddar Road, Bombay-400 026.			'Documentary' for general release.
43. Vikas Ganga	409.02	S.K. Sikka, President M/s. Indraprastha Films Co-operative Industrial (Prod) Society Ltd., 503, Sahyog Bldg. 58, Nehru Place, New Delhi-19.			-do-
44. Mohiti Chitra No. 371	251.46	Asst. Director of Information Govt. of Gujarat Ramnord Research Laboratories 77, Dr. A.B. Road, Worli, Bombay-18.	Director of Information Govt. of Gujarat Sachivalaya, Gandhinagar-382010.		'News & Current Events' for release in Gujarat circuit.
45. Bahu Bhi Beti Hoti Hai (Hindi).	274.32	Shail Chaturvedi, 303 'B' Raj Niketan S.V. Road, Goregaon (West) Bombay-400 062.			Documentary for general release.
46. Stainless Steel The 20th Century Alloy	377.95	M/s. Salem Steel Plant (A Division of SAIL-Govt. of India Enterprise) SALEM 636013 Tamil Nadu.	Radio Advertising Services Cecil Court Lansdowne Road, Bombay-400039.		'Documentary' for general release.
47. Maroo Ghar	384.35	Asst. Director of Information Govt. of Gujarat, Ramnord Research Lab. Ltd. 77, Dr. A.B. Road Worli, Bombay-18.	Director of Information Govt. of Gujarat Ramnord Research Lab. Ltd., 77, Dr. A.B. Road, Worli, Bombay-18.		'Documentary' for release in Gujarat circuit.
48. Mahiti Chitra No. 372	380.42	-do-	-do-		'News & Current Events' for release in Gujarat circuit.
49. Jahar	271	Directorate General of Information & Pub. Relations Govt. of Maharashtra, Film Centre, 68, Tardeo Road, Bombay-400 034.			'Documentary' for release in Maharashtra circuit.
50. Maharashtra News No. 377 (Marathi & Hindi)	283	Directorate General of Information & Pub. Relations Govt. of Maharashtra, Film Center, 68, Tardeo Road, Bombay-400 034.			'News & Current Events' for release in Maharashtra circuit.
51. Cheyutha	479.45	K.S. Ch. Bose (Bose Balu) M/s. Srinivasa Ari Films No. 36, Prakasham Street, T. Nagar Madras 17.			'Documentary' for release in Andhra Pradesh circuit.
52. Sindhudurg (Jaldurg)	299.00	Directorate Genl. of Inf. & Pub. Relations, Govt. of Maharashtra, Film Center, 68, Tardeo Road, Bombay-34.			'Documentary' for release in Maharashtra circuit.
53. For Progress	61.00	Films Division, 24-Peddar Road, Bombay-400 026.			'Documentary' for general release.
54. Varta Tarangini No. 26	285.06	A.P. State Film Dev. Corpn. Ltd., 11-5-423/1, Lakdi-ka-pul Hyderabad-500 004.			'News & Current Events' release in Andhra Pradesh circuit.
55. Varta Tarangini No. 27	217.98		-do-		-do-

[File No. 315/7/82-F(P)]

SUKUMAR MANDAL, Desk Officer.

## अम संज्ञालय

नई दिल्ली, 30 अगस्त, 1982

कां०आ० 3376.—मैसर्स हिन्दुस्तान ब्राउन बोवैरि, लिमिटेड, पोस्ट बाक्स नं० 284, ब्राउन बोवैरि हाउस 264-265, डा०ए०बी० रोड, बोर्ली, मुम्बई-400025 (एम०एच/436) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहज बीमा स्कीम 1976, (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुज्ञेय हैं ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रबल शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के समी उपबन्धों के प्रवर्तन से छूट देती है।

## अनुसूची

1. उक्त स्थापन के सञ्चय में नियोजक प्रादेशिक भविष्य निधि प्रायुक्त महाराष्ट्र को ऐसी विवरणियाँ भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निश्चित करे।

2. नियोजक, ऐसे निरीक्षण प्रभावों का प्रत्येक माम की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निश्चित करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं को रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभावों का संदाय आदि भी है होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन को प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुद्रण, भाषा का अनुवाद स्थापन के मुख्यालय पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदान करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप में वृद्धि को जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिये सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो

कर्मचारी को उस वृत्ति में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामानर्द्धाधिकारी को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संगोपन, प्रादेशिक भविष्य निधि प्रायुक्त, महाराष्ट्र के पूर्व अनुमोदन के बिना नहीं किया जायेगा और जहां किसी संशोधन से कर्मचारी के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि प्रायुक्त, अन्तः-अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का मुक्तियुक्त अवसर दंगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पड़ने अपना चुक है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख भीतर के जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जान दिया जा है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किये गये किसी व्यतिक्रम की वृत्ति में, उन मृत सदस्यों के नामानर्द्धाधिकारियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत हार, बर्बाद फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सञ्चय में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उनके हकदार नामानर्द्धाधिकारियों/विधिक वारिसों को बीमाकृत रकम का मर्याद तत्परता से और प्रत्यक्ष दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होना क पात्र रकम के भीतर सुनिश्चित करेगा।

[म० एम-35014/175/82-पी एक-2]

## MINISTRY OF LABOUR

New Delhi, the 30th August, 1982

**S.O. 3376.**—Whereas Messrs Hindustan Brown Boveri Limited, P.B. No. 284, Brown Boveri House, 264-265, Dr. Annie Beavan Road, Worli, Bombay-400025 (NH/4367) (hereinafter referred to as the said establishment) have been applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said scheme for a period of three years

## SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Maharashtra maintain such accounts and

provide for such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display on the notice board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended along with a translation of the salient features thereof, in the language of the majority of the employees.

5. Where the employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately if the benefits available to the employees under the said scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving him approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where for any reason the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment or the benefits to the employees under this Scheme are reduced to any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason the employer fails to pay the premium within the due date as fixed by the Life Insurance Corporation of India and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

का० प्रा० 3377.—संसर्ग, कोडवरी हंडिया लिमिटेड कोडवरी हंडिया, भूल बाई देमाई मार्ग, मुम्बई-400026 (एम० एच०/1258), (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिये जाने के लिये आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अधिदाय या प्रीमियम का सदस्य किये बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिये ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निरोध महशुब बीमा स्कीम, 1976) जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुशेष है.

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए और इसमें उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन की तीन वर्ष की अवधि के लिये उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

#### अनुसूची

1. उक्त स्थापन के सबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, महाराष्ट्र का ऐसी विवरणियाँ भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिये ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रचारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर भेदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रणालन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संकलन, लेखाओं का संस्करण, निरीक्षण प्रचारों का संचालन आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जायेगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उसमें संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-गट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहिले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम पुराने दर्ज करेगा और उसकी बाह्य आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सदन करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों की उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिसमें कि कर्मचारियों के लिये सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुशेष है।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन मंजूर रकम उस रकम से कम है जो कर्मचारी को उस दशा में मंजूर होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधायक वारिस/नमानवर्धन को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का सदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, महाराष्ट्र के पूर्व अनुमोदन के बिना नहीं किया जायेगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अति दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पड़ने अर्थात् शुका है अधीन नहीं रह जाते हैं या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो वह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उन निम्न तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का सदाय करने में असफल रहता है, और पालिसी का व्ययगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सदाय में किये गये किसी व्यति-क्रम की दशा में, उस मृत सदस्य के नामनिर्देशित/या नामित वारिस को जो यदि यह, छूट मही गई होती तो उक्त स्कीम के अंतर्गत ही, बीमा फायदे के सदाय का उत्तरदायित्व निवाजक पर होता।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अंतर्गत प्राप्त वाले किसी सदस्य की मृत्यु होने पर उसके हृदयार नामनिर्देशित/या विधायक वारिसों को बीमाकृत रकम का सदाय तत्पश्चात् से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के मातृ दिन के भीतर सुनिश्चित करेगा।

[सं. एम-35014/169/82-पी० एफ-2]

**S.O. 3377.**—Whereas Messrs Cadbury India Limited, Cadbury House, Bhula Bhai Desai Road, Bombay-400026 (MH/4258) (hereinafter referred to as the said establishment) have been applied for exemption under sub-section (2A) of Section 17 of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said scheme for a period of three years.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund

Commissioner, Maharashtra maintain such accounts and provide for such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display on the notice board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended along with a translation of the salient features thereof, in the language of the majority of the employees.

5. Where the employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately if the benefits available to the employees under the said scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving him approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where for any reason the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason the employer fails to pay the premium within the due date as fixed by the Life Insurance Corporation of India and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

क्र० आ० 3378.—मैसर्स जलन्धर मोटर एजेंसी (दिल्ली) लिमिटेड, 6, सहगल कॉलोनी, कोर्ट लेन, दिल्ली-54 (डी० एल०/662), (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिये जाने के लिये आवेदन किया है:

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पक्क अधिदाय या प्रीमियम का संदाय किये बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिये ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निवेश संचयन बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत है:

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए और इसने उदाहरण अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिये उक्त स्कीम के सभी उद्देश्यों के प्रयोजन में छूट देती है।

#### अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, दिल्ली को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिये ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक माम की स्थापन के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 18 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रणालन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रसारों का संदाय आदि भी हैं, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जायेगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन करा जावे, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शन करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन का भविष्य निधि का पड़ता हो। समस्या है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उचित फायदे प्राप्त होते हैं तो, नियोजक सामूहिक बीमा स्कीम के द्वारा कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिये सामूहिक बीमा स्कीम के अधीन उदात्त फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभूत हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होने हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी की उस दशा में संदेय होती जब वह उक्त स्कीम

के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उद्देश्यों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, दिल्ली, के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन में कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने में पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का सुनिश्चित अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पड़ने अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में अनकम सतुता है, और पालिसी को व्यक्त हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यय-क्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्पश्चात् से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के मान दिन के भीतर सुनिश्चित करेगा।

[सं० एम०- 35011/167 / 82 पी० एफ० (2)]

S.O. 3378.—Whereas Messrs Jullunder Motor Agency (Delhi) Limited, 6, Sehgal Colony, Court Lane, Delhi-54 (DL/662) (hereinafter referred to as the said establishment) have been applied for exemption under sub-section (2A) of Section 17 of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And Whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said scheme for a period of three years.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Delhi maintain such accounts and provide for such facilities for inspection as the Central Government may direct from time to time

2 The employer shall pay such inspection charges as the Central Government may from time to time direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3 All expenses involved in the administration of the Group Insurance Scheme including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc shall be borne by the employer.

4 The employer shall display on the notice board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Where the employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6 The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately if the benefits available to the employees under the said scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Delhi and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving him approval, give a reasonable opportunity to the employees to explain their point of view.

9 Where for any reason the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment or the benefits to the employees under this Scheme are reduced to any manner the exemption shall be liable to be cancelled.

10. Where, for any reason the employer fails to pay the premium within the due date as fixed by the Life Insurance Corporation of India and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India

[No S-35014(167)/82-PF-III]

क्र०आ० 3379.—मैसर्स कोरोमंडल फर्टिलाइजर्स लिमिटेड, एस० सी० रोड निकम्बराबाद (ग० पी०) ग० पी०/2760, (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 वा 19) (जिसे इसमें इसके पश्चात् उक्त

अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है,

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिदाय या प्रीमियम का सदाय विना हों, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों में अतिरिक्त अनुकूल हैं जो कर्मचारी निक्षेप महत्व बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

### अनुसूची

1 उक्त स्थापन के सबंध में नियोजक प्रादेशिक भविष्य निधि प्रायुक्त, आन्ध्र प्रदेश को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2 नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3 सामूहिक बीमा स्कीम के प्रणालय में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सदाय, लेखाओं का अंतरण, निरीक्षण प्रभागों का सहाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4 नियोजक केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5 यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सदाय करेगा।

6 यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समचित रूप में वृद्धि की जाने की व्यवस्था करेगा जिसमें कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों में अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय है।

7 सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी का उस वृत्ति में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशित को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का सदाय करेगा।

8 सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि प्रायुक्त, आन्ध्र प्रदेश के पूर्व अनुमोदन के बिना नहीं किया

जाया और जहाँ किसी संशोधन में कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों का अपना वृष्टिकाण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उम सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का भुगतान करने में असफल रहता है, और पालिसी को खपगन हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के भुगतान में किए गए किसी व्यतिरिक्त की दशा में, उन मृत सदस्यों के नामनिर्देशनियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदे के भुगतान का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशनियों/विधिक वारिसों को बीमाकृत रकम का भुगतान तत्परता से और प्रत्येक वृत्ति में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के तत्पश्चात् के भीतर सुनिश्चित करेगा।

[सं० एम०-35014/168/82-पी० एफ-2]

**S.O. 3379.**—Whereas Messrs Coromandel Fertilisers Limited, S.D. Road, Secunderabad (A.P.) (AP/2760) (hereinafter referred to as the said establishment) have been applied for exemption under sub-section (2A) of Section 17 of the Employees Provident Funds and Miscellaneous Provisions Act 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said scheme for a period of three years.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Andhra Pradesh maintain such accounts and provide for such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display on the notice board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended along with a translation of the salient features thereof, in the language of the majority of the employees.

5. Where the employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately if the benefits available to the employees under the said scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Andhra Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving him approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where for any reason the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment or the benefits to the employees under this Scheme are reduced to any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason the employer fails to pay the premium within the due date as fixed by the Life Insurance Corporation of India and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(168)/82-PF.III]

का० आ० 3380—मैमर्स मोहिल्ला मिट्टी प्रोडक्ट्स लिमिटेड, 146, बाम्बे पूना रोड 411018 (महाराष्ट्र/6916), (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है,

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का भुगतान किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये



फायदा उन फायदा में प्रविष्ट गायक या गायिका द्वारा प्राप्त गायक बोमा स्कीम 1976 (जिसे हमने इस पञ्चायत उक्त स्कीम कहा गया है) के अधीन उक्त अनुश्रेय है।

अतः केंद्रीय सरकार उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए और इसमें उपलब्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन का तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन में छूट देनी है।

#### अनन्य

1 उक्त स्थापन जिस हमने इसके पञ्चायत नियोजक कहा गया है, संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, महाराष्ट्र का ऐसी विवरणियां भेजेगा और ऐसे लेखा रखवा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केंद्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2 नियोजक ऐसे निरीक्षण प्रभावों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सदाय करेगा जो केंद्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (1क) के खण्ड (क) के अधिनियम-समय पर निर्दिष्ट करे।

3 सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाता, विवरणियों का प्रस्तुत किया जाता, बीमा प्रीमियम का सदाय, लेखाओं का अन्तर्गत, निरीक्षण प्रभावों का सदाय आदि, होने वाले सभी व्ययों का अन्तर्गत नियोजक द्वारा किया जाएगा।

4 नियोजक, केंद्रीय सरकार द्वारा यथा अनुमति सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कमचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन की सूचना पट्ट पर प्रदर्शित करेगा।

5 यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किया स्थापन का आवश्यक निधि का पहले ही सदस्य है, उक्त स्थापन में शामिल किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाला द्वारा के प्रीमियम भारतीय जीवन बीमा निगम का सदाय करेगा।

6 यदि उक्त स्कीम के अधीन कर्मचारियों का उपलब्ध फायदा बढ़ाया जाने है तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों का उपलब्ध फायदा में समुचित रूप में वृद्धि की जाने की आवश्यकता करेगा जिसे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों में अधिक अनुवृत्त हो, जो उक्त स्कीम के अधीन अनुश्रेय है।

7 सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि कर्मचारी कर्मचारी की मृत्यु पर इस स्कीम के अधीन गृह्य स्कीम उक्त स्कीम में शामिल हो जो कर्मचारी का उस दशा में सदाय द्वारा अंतर्गत उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक आर्थिक/नियमित-दोषों को प्रतिफल के रूप में दाता स्कीम के अन्तर्गत उक्त स्कीम का सदाय करेगा।

8 सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, महाराष्ट्र के पर्य अन्तर्गत के बिना नहीं किया जाएगा और जहां तक संशोधन में कर्मचारियों के हित पर प्रतिक्रिया प्रभाव पड़ने की संभावना हो वहां प्रादेशिक भविष्य निधि आयुक्त प्रवर्तन अन्तर्गत देन से पूर्व कर्मचारी का अन्तर्गत दुष्टिगत मास अन्तर्गत अन्तर्गत अवसर देगा।

9 यदि किसी स्थापन स्थापन के कर्मचारियों, भारतीय जीवन बीमा निगम की उक्त सामूहिक बीमा स्कीम में, जिस स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों का प्राप्ति हानि वाले फायदे किसी भी कारण से घट जाते हैं तो वह छूट छूट की जा सकती है।

10 यदि किसी स्थापन स्थापन स्थापन उस नियम स्थापन के भीतर, जो भारतीय जीवन बीमा निगम नियम करे, प्रीमियम का सदाय करने में अक्षम रहता है और प्राप्ति का वसूली हो जाने दिया जाता है तो, छूट छूट की जा सकती है।

11 नियोजक द्वारा प्रीमियम के सदाय में किए गए किसी भी अक्षम की वशा में, उक्त स्थापन के नामनिर्देशितियों या विधिक आर्थिकों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होने, बीमा फायदे के सदाय या उत्तरदायित्व नियोजक पर होता।

12 उक्त स्थापन के संबंध में नियोजक, इन स्कीम के अधीन आ जाने किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितियों/विधिक आर्थिकों का बीमाकृत स्कीम का सदाय तत्पश्चात् से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत स्कीम प्राप्त होने के मास दिन के भीतर सुनिश्चित करेगा।

[मं० एम्० 35014 / 125/81-प्रा० एक - 2]

**S.O. 3380**—Whereas Messrs Mohindra Sintered Products Limited, Poona-411008 (MH-6916) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said scheme for a period of three years

#### SCHEDULE

1 The employer in relation to the said establishment (hereinafter referred to as the employer) shall submit such returns to the Regional Provident Fund Commissioner, Maharashtra maintain such accounts and provide for such facilities for inspection as the Central Government may direct from time to time

2 The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month

3 All expenses involved in the administration of the Group Insurance Scheme including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc shall be borne by the employer

4 The employer shall display on the notice board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as when amended the amendments thereof along with a translation of the salient features thereof, in the language of the majority of the employees

5. Where the employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately if the benefits available to the employees under the said scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme,

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving him approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where for any reason the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment or the benefits to the employees under this Scheme are reduced to any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason the employer fails to pay the premium within the due date as fixed by the Life Insurance Corporation of India and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(125)/81-PF III]

का० आ० 3381.—मैसर्स श्री गोपाल कृष्ण मिक्स प्राइवेट लिमिटेड, पोस्ट बॉक्स सं० 2008 गणपति शाकधर कोयम्बटूर-641006 (टी० एन/1103), (जिसमें हमें हमके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उद्बन्ध अधिनियम, 1952 (1952 का 19) (जिसमें हमें हमके पश्चात् उक्त अधिनियम कहा गया है), की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अधिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निदेश गृहबद्ध बीमा स्कीम 1976 (जिसमें हमें हमके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, हमारे उद्बन्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को जीवन बीमा की अवधि के लिए उक्त स्कीम के सभी उद्बन्धों के प्रवर्तन में छूट देती है।

#### अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, तमिलनाडु की ऐसी विवरणियां भेजेगा और ऐसी लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निर्दिष्ट करे।

2. नियोजक, ऐसी निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संशोधन, लेखाओं का अवरण, निरीक्षण प्रभारों का संशोधन आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा तथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जबकभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों को बहुमक्या की भाषा में उनकी मुख्य बातों का अनुवाद, स्थापन के सूचनापट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, या कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम की मदद करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों का उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों का उपलब्ध फायदे में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिसमें कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय राशि उस राशि से कम है जो कर्मचारी का उस वृत्ति में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के अधिक यात्रा/नामनिर्देशित का प्रतिकार के रूप में दोनों राशियों के अंतर को बराबर राशि का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उद्बन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, तमिलनाडु को पूर्ण अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ेगा की संभावना हो सके, प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों की अपना दृष्टिकोण स्पष्ट करने का सुनिश्चित अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10 यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रमियन का भुगतान करने में असफल रहता है, और पालिसी का व्ययगत हो जाने दिया जाता है तो छूट रुक कर जा सकती है।

11 नियोजक द्वारा प्रमियम के भुगतान में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशनियों या विधिक वारिसों को जो यदि यह छूट न हो गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदे के भुगतान का उत्तरदायित्व नियोजक पर होगा।

12 उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अर्धन आने वाले किसी सदस्य को मृत्यु होने पर उसके हकदार नामनिर्देशनियों/विधिक वारिसों को बीमाकृत रकम का भुगतान अथवा अन्य प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के तत्पश्चात् के भीतर सुनिश्चित करेगा।

[सं० एस० 35014/120/82 पी० एफ०-2]

**S.O. 3381.**—Whereas Messrs Sri Gopal Krishna Mills Pvt. Limited, P. B. No. 2008, Ghanapathy Post, Coimbatore-641006 (IN/1103) (hereinafter referred to as the said establishment) have been applied for exemption under sub-section (2A) of Section 17 of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said scheme for a period of three years.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit returns to the Regional Provident Fund Commissioner, Tamil Nadu maintain such accounts and provide for such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display on the notice board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended along with a translation of the salient features thereof, in the language of the majority of the employees.

5. Where the employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately if the benefits available to the employees under the said scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without prior approval of the Regional Provident Fund Commissioner, Tamil Nadu and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving him approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where for any reason the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment or the benefits to the employees under this Scheme are reduced to any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason the employer fails to pay the premium within the due date as fixed by the Life Insurance Corporation of India and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any, made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(120)/82-PF-II]

**क्रा०आ० 3381.**—सर्वे नेशनल मिनरल डिवेलपमेंट कॉर्पोरेशन लिमिटेड, गानापथी पोस्ट, हेदराबाद-500004 (आ० प्र०/3676) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रमियन उपबन्ध अधिनियम 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2A) के अर्धन छूट दिए जाने के लिए अर्धन किया है,

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारियों, जिन्हें पृथक् अभिव्यक्ति या प्रमियम का भुगतान किए बिना ही, भारतीय जीवन बीमा निगम की सातुहिक बीमा स्कीम के अर्धन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निधि से सदस्य बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अर्धन उन्हें अनुमति है।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (क) द्वारा प्रवृत्त शक्तियों का प्रयोग करने हुए और इससे उपबन्ध अनुसूची में विनिर्दिष्ट गतों के अर्धन रहते हुए, उक्त स्थापन को तीन वर्षों के अवधि के लिए उक्त स्कीम के सभी उपबन्धों के अर्धन में छूट देती है।

## अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त आन्ध्र प्रदेश को ऐन विवरण या वेबो या और ऐन वेबो रखा तथा निरीक्षण के लिए ऐन पुश्तुत प्रदान करेगा जो केन्द्रिय सरकार, समय समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभावों का प्रत्येक मास को महीना के 15 दिन के भीतर सदाय करेगा ता केन्द्रिय सरकार, उक्त परिभाषा के धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन नहीं आए पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसमें अर्थात् लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाता, बीमा प्रीमियम का भंडार, लेखाओं का अंतरण, निरीक्षण प्रभावों का सदाय आदि भी है, होंगे जिन सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रिय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कार्यचार्यों के बहुवचन की भाषा में उसके मुख्य बातों का अनुवाद, स्थापन के पूरवत् पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन का भविष्य निधि का पड़ने हो सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय बीमा बीमा निगम का सदाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उक्त स्कीम का उल्लेख करते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों का उपलब्ध फायदों में सुविधा के बिना जाने का व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हो, जो उक्त स्कीम के अधीन अनुशेष है।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि कर्मचारी की मृत्यु पर इस स्कीम के अधीन सदैव रकम उस रकम से कम है जो कर्मचारी को उस दशा में सदाय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का सदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, आन्ध्र प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना वृत्तिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का सदाय करने में असफल रहता है, और पाँचवीं की व्यवस्था हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सदाय में किए गए किसी व्यतिरिक्त की दशा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जा यदि वह, छूट रद्द हो गई हो तो उक्त स्कीम के अंतर्गत होंगे, बीमा फायदों के सदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का सदाय तत्पश्चात् से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के बाद दिन के भीतर सुनिश्चित करेगा।

[संख्या एम-35014(110)/82-वी एम-11]

S.O. 3382.—Whereas Messrs National Mineral Development Corporation Limited, Somajiguda, Hyderabad-500004 (AP/3676) (hereinafter referred to as the said establishment) have been applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Not, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said scheme for a period of three years.

## SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Andhra Pradesh and maintain such accounts and provide for such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display on the notice board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended along with a translation of the salient features thereof, in the language of the majority of the employees.

5. Where the employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately if the benefits available to the employees under the said scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Andhra Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving him approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where for any reason the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment or the benefits to the employees under this Scheme are reduced to any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason the employer fails to pay the premium within the due date as fixed by the Life Insurance Corporation of India and the policy is allowed to lapse the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014 (110)/82-PF-11]

का०आ० 3383—मैसर्स भारत डायनामिक्स लिमिटेड (भारत सरकार का अंश), कंचनबाग डाकघर, हैदराबाद-258(ए०पी०/3487), (जिसे इससे उसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अधिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निधेय सहस्र बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हे अनुज्ञेय है ,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए, और इससे उपाधुक्त अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

#### अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, आन्ध्र प्रदेश को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखाया तथा निरीक्षण के लिए ऐसी मुक्तिपत्र प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निरिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सहाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की

धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निरिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभागों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उक्त मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवत् करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हो, जो उक्त स्कीम के अधीन अनुज्ञेय है।

7. सामूहिक बीमा स्कीम में किसी भान के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, आन्ध्र प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों का अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यागृत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी ध्वनिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशनियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशनियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[मं० एम-35014/103/82-पी०एफ०-II]

**S.O. 3383**—Whereas Messrs Bharat Dynamics Limited (A Government of India enterprises), Kanchanbagh P O, Hyderabad-258 (AP 3487) (hereinafter referred to as the said establishment) have been applied for exemption under sub-section (2A) of Section 17 of the Employees Provident Funds and Miscellaneous Provisions Act 1952 (19 of 1952) (hereinafter referred to as the said Act),

And whereas the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme)

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said scheme for a period of three years

#### SCHEDULE

1 The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Andhra Pradesh maintain such accounts and provide for such facilities for inspection as the Central Government may direct from time to time

2 The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month

3 All expenses involved in the administration of the Group Insurance Scheme including maintenance of accounts, submission of returns, payment of insurance premia transfer of accounts, payment of inspection charge etc shall be borne by the employer

4 The employer shall display on the notice board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended along with a translation of the salient features thereof, in the language of the majority of the employees

5 Where the employee who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act is employed in his establishment the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India

6 The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately if the benefits available to the employees under the said scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme

7 Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation

8 No amendment of the provisions of the Group Insurance Scheme shall be made without prior approval of the Regional Provident Fund Commissioner Andhra Pradesh and where any amendment is likely to affect adversely the interest of the employees the Regional Provident Fund Commissioner shall before giving him approval give a reasonable opportunity to the employees to explain their point of view

9 Where for any reason the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India, it

already adopted by the establishment or the benefits to the employees under this Scheme are reduced to any manner, the exemption shall be liable to be cancelled

10 Where for any reason the employer fails to pay the premium within the due date as fixed by the Life Insurance Corporation of India and the policy is allowed to lapse the exemption is liable to be cancelled

11 In case of default if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption shall be that of the employer

12 Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee legal heirs entitled for it and in any case within 7 days of the receipt of the sum as used from the Life Insurance Corporation of India

[No S-35014 (103)/82 PF-III]

**कां०आ० 3384**—मैसर्स डेटाडिनमिक्स कर्पोरी लिमिटेड, नई दिल्ली (डी०एन०/2557), (जिसे इसमें इससे पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19), (जिसे इसमें इससे पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है,

और केन्द्रीय सरकार का समाधान हा गया है कि उक्त स्थापन ने कर्मचारी भविष्य निधि अधिनियम या प्रीमियम वा सहाय विधि विनियमों के अधीन जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में पायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए वे पायदे उन पायदे से अधिक अनिवार्य हैं जो कर्मचारी निक्षेप मन्त्रालय स्कीम, 1976 (जिसे इसमें इससे पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हे अनुज्ञेय है,

अन केन्द्रीय सरकार उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए और इससे उपबन्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को तीन वर्षों का अवधि के लिए उक्त स्कीम के सभी उपबंधों के प्रवर्तन से छूट देती है।

#### अनुसूची

1 उक्त स्थापन के साथ में नियोजक प्रादर्शित भविष्य निधि आयुक्त, दिल्ली का सभी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण करेगा और नियोजक प्रादर्शित प्रदान करेगा जो केन्द्रीय सरकार समय समय पर निर्दिष्ट करेगा।

2 नियोजक, इस निरीक्षण पत्रों का प्रत्येक माम की समाप्ति के 15 दिनों के भीतर सहाय करना जो केन्द्रीय सरकार उक्त अधिनियम की धारा 17 की उपधारा (3) के अधीन (क) के अधीन समय समय पर निर्दिष्ट करेगा।

3 सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाता, विवरणियां या प्रस्तुत किया जाता, बीमा प्रीमियम का सहाय, लेखाओं का अनुरण निरीक्षण प्रमाणों या सहाय आदि भी हैं, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4 नियोजक केन्द्रीय सरकार द्वारा यथा अनुमति सामूहिक बीमा स्कीम के नियमों की प्रतियां, और जब कभी उनमें संशोधन किया जाए, सब उक्त सहायन की प्रतियां तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पत्र पर प्रदर्शित करेगा।

और यह होगा कर्मचारी या कर्मचारी भविष्य निधि वा या उक्त अधिनियम के अधीन छूट प्राप्त स्कीम स्थापन की भविष्य निधि का पत्र

ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को भेज देगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बहाल होते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे की कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उग रकम से कम है जो कर्मचारी को उस वृत्ति में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिकार के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, दिल्ली के पूर्ण अनुमोदन के बिना नहीं किया जायेगा और जहाँ किसी संशोधन में कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की इस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों का प्राप्त होते वाले फायदे किसी रीति में कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत मारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असमर्थ रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किये गये किसी अनियम की दशा में, उन मृत सदस्यों के नामनिर्देशितों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत हों, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्काल से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के तत्काल दिनों के भीतर सुनिश्चित करेगा।

[सं० एस-35014/78/82-सी० एफ-2]

**S.O. 3384.**—Whereas Messrs Delton Cables Company, Delhi Gate, New Delhi (DL/2557) (hereinafter referred to as the said establishment) have been applied for exemption under sub-section (2A) of Section 17 of the Employees Provident Funds and Miscellaneous Provisions Act 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment (i.e. without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said scheme for a period of three years.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Delhi maintain such accounts and provide for such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display on the notice board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended along with a translation of the salient features thereof in the language of the majority of the employees.

5. Where the employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately if the benefits available to the employees under the said scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without prior approval of the Regional Provident Fund Commissioner, Delhi, and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving him approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where for any reason the employee of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment or the benefits to the employees under this Scheme are reduced to any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason the employer fails to pay the premium within the due date as fixed by the Life Insurance Corporation of India and the policy is allowed to lapse the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the

nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014 (78)/82-PF-II]

श्री० आ० 3385.—मैमर्स एसोसिएशन ऑफ स्टेट रोड ट्रांसपोर्ट अंडर टेंकंग, नई दिल्ली-(डी-4/3825) (जिसे, इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिये जाने के लिये आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक्-अभिदाय या प्रीमियम का सदाय किये बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिये ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निधेय सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों को अङ्गीत करते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिये उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है ।

#### अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, दिल्ली को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निरदिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संचाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निरदिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशामन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संचाय, लेखाओं का अंतरण, निरीक्षण प्रसारों का संचाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जायेगा ।

4. नियोजक केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा ।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संचाय करेगा ।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिये सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं ।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संचय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संचय होती जब वह उक्त स्कीम के अधीन

होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संचाय करेगा ।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त, दिल्ली के पूर्व अनुमोदन के बिना नहीं किया जायेगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा ।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है ।

10. यदि किसी कारणवश, नियोजक उस नियम शारीर्य के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संचाय करने में असफल रहता है, और पालिसी को व्ययगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है ।

11. नियोजक द्वारा प्रीमियम के संचाय में किये गये किसी व्यतिथम की दशा में, उन मूल सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संचाय का उत्तरदायित्व नियोजक पर होगा ।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आन वाले किसी सदस्य की मृत्यु होने पर उसके हक्कार नामनिर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संचाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के मान बिना के भीतर सुनिश्चित करेगा ।

[सं० ए० 35014/(75)/82 पी एफ-2]

S.O. 3385.—Whereas Messrs Association of State Road Transport Undertakings, New Delhi (DL/3825) (hereinafter referred to as the said establishment) have been applied for exemption under sub-section (2A) of Section 17 of the Employees Provident Funds and Miscellaneous Provisions Act 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said scheme for a period of three years.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit returns to the Regional Provident Fund Commissioner, Delhi and maintain such accounts and provide for such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme including maintenance of accounts, submission of returns, payment of insurance premia, transfer



of accounts, payment of inspection charges etc shall be borne by the employer

4 The employer shall display on the notice board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended along with a translation of the salient feature therefore, in the language of the majority of the employees

5 Where the employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India

6 The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately if the benefits available to the employees under the said scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme

7 Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation

8 No amendment of the provisions of the Group Insurance Scheme shall be made without prior approval of the Regional Provident Fund Commissioner, Delhi and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving him approval, give a reasonable opportunity to the employees to explain their point of view.

9 Where for any reason the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment or the benefits to the employees under this Scheme are reduced to any manner, the exemption shall be liable to be cancelled

10 Where for any reason the employer fails to pay the premium within the due date as fixed by the Life Insurance Corporation of India and the policy is allowed to lapse, the exemption is liable to be cancelled

11 In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption shall be that of the employer

12 Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India

[No S-35014(75)/82-PF II]

का० आ० 3386.—मैसर्स गेस्ट कीन विलियम्स लिमिटेड, पेन्सिल्वेनिया रोड मद्रास-8 (टी० गन०/3768) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिये जाने के लिये आवेदन किया है

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिदाय या प्रीमियम का सहाय किये बिना ही भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन 695 GI/82-7

बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप महसूद बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभोग्य है,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवृत्त शक्तियों का प्रयोग करने हुए और इससे उपबन्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्षों की अवधि के लिये उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

#### अनुसूची

1 उक्त स्थापन के सबध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, तमिलनाडु, को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिये ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निश्चित करे।

2 नियोजक ऐसे निरीक्षण प्रभागों का प्रत्येक माम की समाप्ति के 15 दिन के भीतर सहाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निश्चित करे।

3 सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सहाय, लेखाओं का अन्तर्गण, निरीक्षण प्रभागों का सहाय भावि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जायेगा।

4 नियोजक केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5 यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पक्ष ले ही सदस्य है उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सौंप करेगा।

6 यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिसमें कि कर्मचारियों के लिये सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभोग्य हैं।

7 सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संवेद्य रकम उस रकम से कम है जो कर्मचारी को उस दशा में संवेद्य होती जहां वह उक्त स्कीम के अधीन होता था, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के अंतरांतर रकम का संदाय करेगा।

8 सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त, तमिलनाडु के पूर्व अनुमोदन के बिना नहीं किया जायेगा और जहां किसी संशोधन में कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9 यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका

हे अधीन नहीं रह जाने है, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति में कम हो जाने हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा नियम नियत करे, प्रीमियम का सदाय करने में असफल रहता है, और पालिसी को खपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किये गये किसी व्यक्तिक्रम की वशा में, उन मूल सदस्यों के नामनिर्देशनियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत रहते, बीमा फायदे के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के समय में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर, इसके हकदार नामनिर्देशनियों/विधिक वारिसों का बीमाकृत रकम का सदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा नियम से बीमाकृत रकम प्राप्त होने के तान दिन के भीतर मुनिष्चन करेगा।

[सं० एम०-35014/74/82-पी० एफ०-2]

**S.O. 3386.**—Whereas Messrs Guest Keen Williams, Limited, Pauthon Road, Madras-8 (IN/3768) (hereinafter referred to as the said establishment) have been applied for exemption under sub-section (2A) of Section 17 of the Employees Provident Funds and Miscellaneous Provisions Act 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said scheme for a period of three years.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tamil Nadu and maintain such accounts and provide for such facilities for inspection as the Central Government may direct from time to time

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display on the notice board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as when amended along with a translation of the salient features thereof, in the language of the majority of the employees.

5. Where the employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay

necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately if the benefits available to the employees under the said scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without prior approval of the Regional Provident Fund Commissioner, Tamil Nadu and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving him approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where for any reason the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment or the benefits to the employees under this Scheme are reduced to any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason the employer fails to pay the premium within the due date as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014 (74)/82 PF-III]

**का० आ० 3387.**—मैसर्स गेस्टकेनविलियम्स लिमिटेड कुणापुरम, कोयम्बटूर-जिला-642111 (टी० एन०/3066) (जिसे हममें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी सक्षिप्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे हममें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिये जाने के लिये आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अधिदाय या प्रीमियम का संदाय किये बिना ही, भारतीय जीवन बीमा नियम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिये वे फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम 1976 (जिसे हममें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूते हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए और इससे उपायध्वन्य में विनिविष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को तीन वर्ष की अवधि के लिये उक्त स्कीम के समी उपबंधों के प्रवर्तन से छूट देती है।

## अनुसूची

1. उक्त स्थापन के संबंध में निराकरण प्रादेशिक भविष्य निधि आयुक्त, तमिलनाडु को ऐसी विवरणियां भेजना और ऐसे लेखा रखना तथा निरीक्षण के लिये ऐसी सुविधाये प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निरदिष्ट करे।

2. नियोजक ऐसे, निरीक्षण प्रमाणों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सदाय करेगा जो केन्द्रीय सरकार उक्त अधिनियम का धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय समय पर निरदिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सदाय, लेखाओं का अंतरण, निरीक्षण प्रमाणों का सदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जायेगा।

4. नियोजक, केन्द्रीय सरकार द्वारा तथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाये, तब उन संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सदाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों का उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जानी की व्यवस्था करेगा जिससे कि कर्मचारियों के लिये सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभूत हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में सदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्दिष्टों को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का सदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधित प्रादेशिक भविष्य निधि आयुक्त, तमिलनाडु के पूर्व अनुमोदन के बिना नहीं किया जायेगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का सुनिश्चित अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना था, के अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रह की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का सदाय करने में असमर्थ रहता है, और परिणामी को व्यक्त हो जाना किया जाता है तो, छूट रह की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सदाय में किये गये किसी व्यतिक्रम की वशा से, उन मूल सदस्यों के नामनिर्दिष्टानियों या विधिक वारिसों को

जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत हानि, बीमा फायदों के सदाय का उत्तरदायित्व निराकरण पर होगा।

12. उक्त स्थापन के संबंध में निराकरण, इस स्कीम के अधीन प्राप्त होने वाले किसी सदस्य का मृत्यु हानि पर उसके हकदार नामनिर्दिष्टानियों/विधिक वारिसों को बीमाकृत रकम का सदाय संशुद्धता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम में बीमाकृत रकम प्राप्त हानि के मातृ बिन के भीतर सुनिश्चित करेगा।

[म० एम०-35014/64/82 पी० एफ० (II)]

**S.O. 3387**—Whereas Messrs Amarvathi Cooperative Sugar Mills Limited, Krishnapuram, Coimbatore District-642111, (TN/3066), (hereinafter referred to as the said establishment) have been applied for exemption under sub-section (2A) of Section 17 of the Employees Provident Funds and Miscellaneous Provisions Act 1952 (19 of 1952) (hereinafter referred to as the said Act),

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme),

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said scheme for a period of three years.

## SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tamil Nadu and maintain such accounts and provide for such facilities for inspection as the Central Government may direct from time to time

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month

3. All expenses involved in the administration of the Group Insurance Scheme including maintenance of accounts, submission of returns, payment of insurance premium, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer

4. The employer shall display on the notice board of the establishment a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended along with a translation of the salient features thereof, in the language of the majority of the employees

5. Where the employee who is already a member of the Employees Provident Fund or the Provident Fund of an establishment exempted under the said Act is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme

7. Notwithstanding anything contained in the Group Insurance Scheme if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said

Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving him approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where for any reason the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment or the benefits to the employees under this Scheme are reduced to any manner, the exemption shall be liable to be cancelled.

10. Where for any reason the employer fails to pay the premium within the due date as fixed by the Life Insurance Corporation of India and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(64)/82-PF-II]

का० आ० 3388--मैसर्स विरुधुनगर टेक्स्टाइल मिल्स लिमिटेड, पोस्ट बॉक्स सं० 39, विरुधुनगर-626001, रामनाड जिला, (जिसे हमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे हमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 का उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पथक अधिभार या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी विशेष महत्व बीमा स्कीम 1976 (जिसे हमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हे अनुभूत हैं;

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाय्य अनुसूची में निम्नलिखित शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देता है।

#### अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि मायुक्त तमिलनाडु को ऐसी विवरणियां भेजेगा और ऐसे लेखा रजिस्ट्रार तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर, निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सहाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 का उपधारा (3क) के खण्ड (क) के अधीन समय समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तर्ण, निरीक्षण प्रभागों का सहाय आदि हैं, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या का भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी दत्त आवश्यक प्रीमियम भारतीय जीवन बीमा निगम का संचालन करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि का जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध उन फायदों में अधिक अनुकूल हो, जो उक्त स्कीम के अधीन अनुभूत हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी की उस वृत्ति में संदेय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशिनी को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि मायुक्त, तमिलनाडु के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि मायुक्त, अपना अनुमोदन देने में पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का सुनिश्चित अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी का व्ययगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में, उन सूत्र सदस्यों के नामनिर्देशनियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होने, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर, उसके हकदार नामनिर्देशनियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[म० एस०-35014/13/82-पी०एफ-2]

S.O. 3388.—Whereas Messrs Virudhunagar Textile Mills Limited, P.B. No. 39, Virudhunagar-626001, Ramnad District, (hereinafter referred to as the said establishment) have been applied for exemption under sub-section (2A) of Section 17 of the Employees Provident Funds and Miscellaneous Provisions Act 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme),

Now therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said scheme for a period of three years

#### SCHEDULE

1 The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tamil Nadu and maintain such accounts and provide for such facilities for inspection as the Central Government may direct from time to time

2 The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month

3 All expenses involved in the administration of the Group Insurance Scheme including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts payment of inspection charges, etc shall be borne by the employer

4 The employer shall display on the notice board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended alongwith a translation of the salient features thereof in the language of the majority of the employees

5 Where the employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India

6 The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme

7 Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation

8 No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu and where any amendment is likely to affect adversely the interest of the employees the Regional Provident Fund Commissioner shall before giving him approval, give a reasonable opportunity to the employees to explain their point of view

9 Where for any reason the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment or the benefits to the employees under this Scheme are reduced to any manner, the exemption shall be liable to be cancelled

10 Where for any reason the employer fails to pay the premium within the due date as fixed by the Life Insurance Corporation of India and the policy is allowed to lapse, the exemption is liable to be cancelled

11 In case of default, if any made by the employer in payment of premium the responsibility for payment of insurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer

12 Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India

[No S-35014 (13)/82-PF-II]

का० आ० 3389- मैसर्स एन्वुमिनियम इंडस्ट्रीज लिमिटेड डाकघर हीराकुण्ड, जिला सम्बलपुर (उड़ीसा) (जिसे हमसे इसके पश्चात् उक्त स्थापन कहा गया है) न कर्मचारी भविष्य निधि और प्रकरणे उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे हमसे इसके पश्चात् उक्त अधिनियम कहा गया है) का धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है,

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अधिदाय या प्रीमियम का सहाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निरक्षर सहस्र बीमा स्कीम 1976) (जिसे हमसे इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत है,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और हमसे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष का अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

#### अनुसूची

1 उक्त स्थापन के सचिव में निम्नलिखित प्राशिक्षित भविष्य निधि आयुक्त, उड़ीसा का ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2 निवाजक, ऐसे निरीक्षण प्रश्नों का प्रत्येक मास की समाप्ति के 15 दिनों के भीतर सहाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3 सामूहिक बीमा स्कीम के प्रशासन में, जिसके प्रत्यक्ष लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सहाय लेखाओं का अग्रण, निरीक्षण प्रश्नों का सहाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4 नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5 यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहलू ही सदस्य है, उसमें स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम मूलतः दर्ज करेगा और उसका वास्तव अवस्थित प्रीमियम भारतीय जीवन बीमा निगम की सदस्य करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बताए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिकार के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संग्राह्य प्रादेशिक अधिव्य निधि आयुक्त, उड़ीसा के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संगोपन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक अधिव्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना वृष्टिकोण स्पष्ट करने का सुक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्ययगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितों या विधिक वारिसों की जा यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[स० एस-35014/7/82-पी०एफ०-2]

**S.O. 3389.**—Whereas Messrs Aluminium Industries Limited, At P.O. Hirakund, Distt. Sambalpur (Orissa), (hereinafter referred to as the said establishment) have been applied for exemption under sub-section (2A) of Section 17 of the Employees Provident Funds and Miscellaneous Provisions Act 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said scheme for a period of three years.

## SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Orissa and maintain such accounts and provide for such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display on the notice board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended along with a translation of the salient features thereof, in the language of the majority of the employees.

5. Where the employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Orissa and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving him approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where for any reason the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment or the benefits to the employees under this Scheme are reduced to any manner, the exemption shall be liable to be cancelled.

10. Where for any reason the employer fails to pay the premium within the due date as fixed by the Life Insurance Corporation of India and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(7)/82-PF-II]

कां० आ० 3390.—सैयर्स साउथ इंडिया विस्कोस लिमिटेड, रेस कोर्स कोयम्बटूर (तमिलनाडु-3323) (जिसे हममें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे हममें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है,

श्रीर केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अधिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहस्रक बीमा स्कीम, 1976 (जिसे हममें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुशेष है,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उदाहरण, अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

#### अनुसूची

1. उक्त स्थापन के संबंध में नियोजक, प्रादेशिक भविष्य निधि प्रायुक्त, तमिलनाडु को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक माम की समाप्ति के 15 दिन के भीतर सदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समर्थन पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाग्र का रखा जाता, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाग्र का अंतरण, निरीक्षण प्रभागों का संदाय आदि भी है होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के मूखना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदस्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुशेष है।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संवेद्य रकम उस रकम से कम है जो कर्मचारी को उस दशा में संवेद्य होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशित को प्रतिस्तर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि प्रायुक्त, तमिलनाडु के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि प्रायुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का सुनिश्चित अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियम तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पारिमी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में, उन मूल सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के मान दिन के भीतर सुनिश्चित करेगा।

[सं० एस०-35014/4/82-सी०एफ० (II)]

S.O. 3390.—Whereas Messrs South Indian Viscose Limited, Race Course, Coimbatore (TN/3323) (hereinafter referred to as the said establishment) have been applied for exemption under sub-section (2A) of Section 17 of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tamil Nadu and maintain such accounts and provide for such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display on the notice board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended along with a translation of the salient features thereof, in the language of the majority of the employees.

5. Where the employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where for any reason the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment or the benefits to the employees under this Scheme are reduced to any manner, the exemption shall be liable to be cancelled.

10. Where for any reason the employer fails to pay the premium within the due date as fixed by the Life Insurance Corporation of India and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme, but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominees/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014 (4)/82-PF-II]

शुद्धि-पत्र

नई दिल्ली, 31 अगस्त, 1982

कां०आ० 3391.—भारत के समाधारण राजपत्र, भाग II, खण्ड 3, उप-खण्ड (ii) में दिनांक 18 जुलाई, 1981 को प्रकाशित, भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या कां०आ० 572(अ), दिनांक 18 जुलाई, 1981 के पृष्ठ 978 के मद्र 3 की द्वितीय एवं तृतीय पंक्ति में,—

(i) "सिवकाशी" के स्थान पर "सिवाकासी" पढ़े : और

(ii) "नारायणपुरम" के स्थान पर "नाराणापुरम" पढ़ें ।

[संख्या एस-38013/18/81-एस०आई०]

## CORRIGENDUM

New Delhi, the 31st August, 1982

S.O. 3391.—In the notification of the Government of India in the Ministry of Labour No. S.O. 572(E), dated the 18th July, 1981, published in Part II, Section 3, sub-section (ii) of the Gazette of India Extraordinary, dated the 18th July, 1981, at page 978, in line 3 of the item (3),—

(i) for "Sivakashi" read "Sivakasi"; and

(ii) for "Narayanapuram" read "Naranapuram".

[No. S-38013/18/81-HI]

नई दिल्ली, 2 सितम्बर, 1982

का०आ० 3392.—सैमर्स मैसूर क्लॉस्कर लिमिटेड, डाकघर मंगपुर, हरिहर-577602(के०एन/33). (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अधिदाय या प्रीमियम का संवाय किए बिना श्री. भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप महसूद बीमा स्कीम, 1976(जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन इन्हें अनुज्ञेय है;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है ।

## अनुसूची

1. उक्त स्थापन के संबंध में नियोजक, प्रादेशिक भविष्य निधि प्रायुक्त, कर्नाटक, को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्रिष्ट करे ।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संवाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्रिष्ट करे ।

3. सामूहिक बीमा स्कीम के प्रणयन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संवाय, लेखाओं का अंतरण, निरीक्षण प्रभारों का संवाय आदि भी हैं, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा ।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-गट्ट पर प्रदर्शित करेगा ।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को भेजने के लिए करेगा ।

6. यदि उक्त स्कीम के अधीन कर्मचारियों की उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को



उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जहाँ वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त, कर्नाटक के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यक्ति-क्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितों या विधिक वारिसों को जो यदि यह, छूट न वी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[सं०एस०-35014/119/82-पी०एफ०-2]

New Delhi, the 2nd September, 1982

**S.O. 3392.**—Whereas Messrs Mysore Kirloskar Limited, P.O. Yentrapur, Harihar-577602 (KN/33) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees, than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years

## SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner Karnataka, maintain such accounts and provide for such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display, on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government, and, as and when amended alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Where the employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme, are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had the employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Karnataka and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the establishment do not remain covered under Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(119)/82-PF.II]

का० घा० 3393.—मैसर्स बाटलीबोय एण्ड कम्पनी लिमिटेड, पोस्ट बॉक्स नं० 190 ए०, बी.बी० गांधी मार्ग, मुम्बई-400023 (एम० एन/3449) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिदाय या प्रीमियम का संवाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निषेध सहबद्ध बीमा स्कीम 1976 (जिसे इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रस्तुत शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबंधों के प्रवर्तन से छूट देती है।

#### अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, महाराष्ट्र को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रभारों का संवाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाय, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाह, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम गुरन्त दर्ज करेगा। और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवत् करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संशय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, महाराष्ट्र के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का सुवित्युक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति में कम हो जाते हैं; तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में अग्रफल रहता है, और पात्रियों को व्ययगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की वशा से, उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न की गई होती, तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हक्कार नामनिर्देशितियों/विधिक वारिसों को बीमाछूट रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाछूट रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[सं० एस-35014/149/82 पी०एफ०-2]

**S.O. 3393.**—Whereas Messrs Batliboi and Company Limited, Post Box No. 190A, V. B. Gandhi Marg, Bombay-400023 (MH/3449) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner Maharashtra maintain such accounts and provide for such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission or returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display, on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government, and, as and when amended alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Where the employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme, are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had the employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the establishment do not remain covered under Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S. 35014(149)/82-PF-III]

कां० ३३९४—मैमर्स काडिला लिबोरेटरीज, मार्गनगर, पोस्ट बॉक्स नं० ९००४, अहमदाबाद-३८००८ (जॉ० ३०/१३६७), (जिसे हमसे इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, १९५२ (१९५२ का १९) (जिसे हमसे इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा १७ की उपधारा (२क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप महसूस बीमा स्कीम

१९७६ (जिसे हमसे इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा १७ की उपधारा (२क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इसमें उपाबद्ध अनुसूची में विनिर्दिष्ट जनों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

#### अनुसूची

१. उक्त स्थापन के संबन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, अहमदाबाद को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

२. नियोजक, ऐसे निरीक्षण प्रभावों का प्रत्येक मास की समाप्ति के १५ दिन के भीतर सदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा १७ की उपधारा (३क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

३. सामूहिक बीमा स्कीम के प्रणालन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सदाय, लेखाओं का अंतरण, निरीक्षण प्रभावों का सदाय आदि भी शामिल है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

४. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संस्करण की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

५. यदि कोई ऐसा कर्मचारी, जो कर्मचार भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सवत् करेगा।

६. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

७. सामूहिक बीमा स्कीम में किसी बात के होने हुए भी, यदि किसी कर्मचारी का मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस वृत्ति में संदेय होती जब वह उक्त स्कीम के प्रवर्तन होता तो, नियोजक कर्मचारी के विधिका वारिस/नामनिर्देशनी की प्रतिफल के रूप में दोनों रकमों के अंतर के बराबर रकम का सदाय करेगा।

८. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, अहमदाबाद से पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन में कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ेने का संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का सुनिश्चित अवसर देगा।

९. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम का उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी राशि से कम हो जाते हैं, तो यह छूट रह की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यक्तिक्रम की वशा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के प्रतर्गत होते, बीमा फायदों के संदाय का उत्तरादायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक वशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[सं० एस०-35014/145/82-सी० एफ०-II]

**S.O. 3394.**—Whereas Messrs Gadila Laboratories, Maninagar, P.B. No. 9004, Ahmedabad-380008 (G/1367) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner Ahmedabad maintain such accounts and provide for such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display, on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government, and, as and when amended alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Where the employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme

appropriately, if the benefits available to the employees under the said Scheme, are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had the employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Ahmedabad and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where for any reason, the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(145)/82-PF.II]

का० आ० 3395.—मैसर्स गारेल एंड ह्यूबरो लिमिटेड, एल० एंड टी० हाऊस, नरोतम मुरारजी मार्ग, बस्सार्ड एस्टेट, मुम्बई-400001 (एस० एच०/424) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक प्रविषय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक समुच्चल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभोग हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

**अनुसूची**

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, मुम्बई को ऐसी विवरणियाँ भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभावों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संवाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (ग) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संवाय, लेखाओं का अंतरण, निरीक्षण प्रभावों का संवाय आदि भी शामिल है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों का एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उनकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगी।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अर्धन छूट प्राप्त किसी स्थापना की भविष्य निधि का पहले है, सदस्य है, उसके स्थापना में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुवर्त हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संवाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, मुम्बई के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्ति-युक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत सारीख के भीतर, जो भारतीय जीवन बीमा निगम नियम करे, प्रीमियम का संवाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संवाय में किए गए किसी व्यक्ति-क्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संवाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितों/विधिक वारिसों को बीमाकृत रकम का संवाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[सं.एस-35014/140/82-वी०एफ-2]

**S.O. 3395.**—Whereas Messrs Larsen and Toubro Limited, L&T House, Narotam Murarji Marg, Bauard Estate, Bombay-400001 (MH/424) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

**SCHEDULE**

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner Bombay maintain such accounts and provide for such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display, on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government, and, as and when amended alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Where the employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme, are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount

payable under this scheme be less than the amount that would be payable had the employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Bombay, and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(140)/82-PF.II]

नई दिल्ली, 9 सितम्बर, 1982

क्रा०आ० 3396-मैमर्स प्रॉविडेंट फंडिंग सिस्टम लिमिटेड, मस्तूर, धारवाड़, 580004, (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उत्पन्न अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 19 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पुराने अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी विशेष सहस्र बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं;

अन केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, और इसमें उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

#### अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, कर्नाटक का ऐसा विवरणिका भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसा सुव्यवस्था प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निदिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक भाग की समाप्ति के 15 दिन के भीतर सदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम

की धारा 17 की उपधारा (2क) के खण्ड (क) के अधीन समय-समय पर निदिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रणालन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभागों का सदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा धरा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उनकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त, अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजन किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी वास्तव आयु के प्रतिबन्ध भारतीय जीवन बीमा निगम को सदाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उत्पन्न फायदों में समुचित रूप में वृद्धि का जाने की व्यवस्था करेगा जिसमें कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी की उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधक वारिस/नामनिर्देशितों को प्रतिफल के रूप में दोनों रकमों के अन्तर के बराबर रकम का सदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भाषण निधि आयुक्त, कर्नाटक के पूर्ण अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्राक्कूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने में पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उन सामूहिक बीमा स्कीम के, जिसे स्वतंत्र पढ़ने आना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं; तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियम तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पॉलिसी को व्यवहन हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिथम की दशा में, उन मृत सदस्यों के नामनिर्देशितों या विधक वारिसों को जो यदि यह, छूट नहीं गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसे हठानर नामनिर्देशितियों/विधक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चन करेगा।

[स० एस-35014/88/82-पी०एफ०-2]

New Delhi, the 9th September, 1982

**S.O. 3396.**—Whereas Messrs Precision Tooling Systems Limited, Sattur, Dharmwad-580004 (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Karnataka and maintain such accounts and provide for such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display, on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Where the employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had the employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Karnataka and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014 (88)/82-PF. II]

का०आ० 3397.—मैसर्स जा० गज्जर इलेक्ट्रिकल्स प्राइवेट लिमिटेड, कल्याण मिक्स के सामने, नरोदा रोड, अहमदाबाद, 380025 (जिसे इसमें इसको पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसको पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अधिदाय या प्रीमियम का संदाय किये बिना ही भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निवेश सड़बद्ध बीमा स्कीम, 1976 (जिसे इसमें इसको पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूते हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इसमें उल्लेख अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उल्लेखों के प्रवर्तन से छूट देती है।

#### अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, अहमदाबाद को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक मास की समाप्ति के 15 दिनों के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रणामन में, उसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अनुरण, निरीक्षण प्रभागों का संदाय आदि भी है, होने वाले सभी व्ययों का बहुत नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तथा उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या का भाषा में उनकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले हो गइय है, उसके स्थापन में नियोजन किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के संबंध के रूप में उनका नाम तुरन्त दर्ज करेगा और उसकी आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध उन फायदों से अधिक प्रतुल्य हों, जो उक्त स्कीम के अधीन प्रतुल्य हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस वृत्ति में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिवक वारिस/नामनिर्देशित को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का सदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, अहमदाबाद के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों का प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रह की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का सदाय करने में असफल रहता है, और पॉलिसी को व्यक्त हो जाने दिया जाता है तो, छूट रह की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की वृत्ति में, उन मृत सदस्यों के नामनिर्देशितों या विधिवक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अधीन होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के समय में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितों/विधिवक वारिसों को बीमाकृत रकम का सदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के मात्र दिन के भीतर सुनिश्चित करेगा।

[सं. एस-35014/89/82-पी.एफ. 2]

## SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Ahmedabad and maintain such accounts and provide for such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission or returns, payment of insurance premium, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display, on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, along with a translation of the salient features thereof, in the language of the majority of the employees.

5. Where the employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had the employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Ahmedabad and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of insurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heir entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

**S.O. 3397.**—Whereas Messrs La-Gajjar Electricals Private Limited, Opposite Kalyan Mills, Naroda Road, Ahmedabad-380025. (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.



कां०आ० 3198.—मैसर्स सगम मेटल प्राइवेट लिमिटेड, 11, माउन्ट पूनामल्ली रोड, नन्दम्बक्कम, मद्रास-600089, (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अधिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप गारंटी बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए और इसमें उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

#### अनुसूची

1 उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि प्रायुक्त, तमिल नाडु को ऐसी विवरणियाँ भेजेगा और ऐसी लेखा रखेगा तथा निरीक्षण के लिए ऐसी गुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निश्चित करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निश्चित करे।

3 सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रभारों संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उनकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी शायद आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवत करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाने हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदों उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी विधिक वारिस/नानिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि प्रायुक्त, तमिलनाडु के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि प्रायुक्त, अपना

अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं या इस स्कीम के अधीन कर्मचारियों का प्राप्त होने वाले फायदे किसी रीति में कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10 यदि किसी कारणवश, नियोजक उस नियत शीर्षक के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असमर्थ रहता है, और पारिर्ता की व्यवस्था हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11 नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में, उक्त मूल सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12 उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[सं०सं०-35014/125/82-सी०एफ०-2]

S.O. 3398.—Whereas Messrs Sargam Metal Private Limited, 11, Mount Poonamallee Road, Nandambakkam, Madras-600089 (TN/7087), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tamil Nadu, maintain such accounts and provide for such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission or returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4 The employer shall display, on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, along with a translation of the salient features thereof, in the language of the majority of the employees.

5. Where the employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had the employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu, and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014 (88)/82-PF. II]

का०आ० 3399--सेसर्स सेक्युरी स्पोनिंग एंड सैन्यफैक्ट्रिंग कम्पनी लि० पाणवूरंग बुधकर मार्ग, मुम्बई-400025 (एम०एच०/96), (जिसे हमने इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे हममें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन का कर्मचारी, किसी पृथक अधिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं। और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम 1976 (जिसे हममें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत हैं; 7।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और हमने उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबंधों के प्रवर्तन से छूट देती है।

### अनुसूची

1. उक्त स्थापन के सदस्य में नियोजक प्रादेशिक भविष्य निधि आयुक्त, महाराष्ट्र को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए, ऐसा सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय लेखाओं का अंतरण, निरीक्षण प्रसारों का संवाय आदि भा है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों को बहसंख्या का भाषा में उनकी मुख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन का भविष्य निधि का पक्षी हो सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम मुरत दर्ज करेगा और उसको बात आवश्यक प्रीमियम भारनाय जीवन बीमा निगम को सहाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बनाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप में वृद्धि की जाने का व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हो, जो उक्त स्कीम के अधीन अनुभूत हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होने हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संवेद्य रकम उस रकम से कम है जो कर्मचारी को उस वृत्त में संवेद्य होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के निधन के कारण/नामनिर्देशितों को प्राधिकार के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, महाराष्ट्र के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने में पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पढ़ने अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति में कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियम करे प्रीमियम का भराय करने में असफल रहता है, और पालिसी को व्ययगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की वृत्त में, उन मूल सदस्यों के नामनिर्देशितियों या विधिकारियों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होने, बीमा फायदों के संवाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु पर होने पर उसके हक्कदार नामांकित/निधियों विभिन्न वारिसों का बीमाकृत रकम का मंत्राय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सान दिन के भीतर सुनिश्चन करेगा।

[सं. सं. 35014/153/82-पीएम-2]

**S.O. 3399.**—Whereas Messrs Centary Spinning and Manufacturing Company Limited, Pandurang Budhkar Marg, Bombay-400025 (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Maharashtra maintain such accounts and provide for such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission or returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display, on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Where the employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had the employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of

the Regional Provident Fund Commissioner, Maharashtra and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(153)/82-PF.II]

का० आ० 3400—मैसर्स टिटेनियम इन्वियमेंट एंड एनोड मैनुफैक्चरिंग कंपनी लिमिटेड, बन्धालुर, मद्रास, 600048 (टी० एन०/8597) (जिसे हममें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे हममें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संवाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी विशेष सहवृद्ध बीमा स्कीम 1976 (जिसे हममें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपायध्व अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

#### अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, तमिलनाडु को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभावों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्राणामन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का प्रंतरण, निरीक्षण प्रभावों संदाय आदि भी है, होने वाले सभी व्ययों का बहुत नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी वांछित आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संबलन करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे वञ्चित होते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए, सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनु-लब्ध हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी को मृत्यु पर इस स्कीम के अधीन संश्लेष रकम उस स्कीम से कम है जो कर्मचारी को उस वंश में संश्लेष होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिकार के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, तमिलनाडु के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन में कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो जहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति में कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस निगरानी के भीतर, जो भारतीय जीवन बीमा निगम नियंत्रण, प्रीमियम का संश्लेष करने में प्रसक्त रहता है, और पालिसी को व्यवधान हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्ययक्रम की वंश में, उन मृत सदस्यों के नामनिर्देशितों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के प्रत्येक होने, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होता।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाली किसी सदस्य की मृत्यु होने पर उसके हक्काय नामनिर्देशितों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक वंश में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[सं० एम-35014/156/82-पी० एक-2]

**S.O. 3400.**—Whereas Messrs Titanium Equipment and Anode Manufacturing Company Limited, Vandalur, Madras-600048 (TN/8597) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tamil Nadu maintain such accounts and provide for such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display, on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Where the employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had the employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any, made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees of the legal heirs of deceased

members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employee.

12. Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(156)/82-PF. II]

कां० प्रा० 3401 मैसर्स हिल्टन रबबर प्राइवेट लिमिटेड, हिल्टन हाउस एन-23, ग्रीन पार्क एक्सटेंशन, नई दिल्ली-110016 (ही०एल०/3741) (जिसे हममें हमके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे हममें हमके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अधिदाय या प्रीमियम का सदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहस्रक बीमा स्कीम, 1976 (जिसे हममें हमके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत है ,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है ।

#### अनुसूची

1. उक्त स्थापन के सञ्चय में नियोजक प्रादेशिक भविष्य निधि आयुक्त, दिल्ली कोर ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निर्दिष्ट करे ।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक साल की समाप्ति के 15 दिन के भीतर सदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (1क) के खण्ड (क) के प्रयोग समय समय पर निर्दिष्ट करे ।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संशय, लेखाओं का अन्तर्गण, निरीक्षण प्रभारों संवाय अर्थात् भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा ।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उरमे संशोधन किया जा, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या को भाषा में उसका मुख्य बातों का अनुवाद स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा ।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम सुरक्षित दर्ज करेगा और उसकी आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवत्न करेगा ।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को वरतक फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के त्रयी कर्मचारियों

को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभूत हैं ।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सदैव एकम उम रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता, नियोजक कर्मचारी के वित्तिक वारिस/नाबनिर्वाणितों को प्रतिकर के रूप में वही रकमों के अन्तर के बराबर रकम का संदाय करेगा । .

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि, आयुक्त, दिल्ली के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना वृद्धिकारण स्पष्ट करने का व्यक्तिगत अवसर देगा ।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति में कम हो जाते हैं, तो यह छूट रद्द की जा सकती है ।

10. यदि किसी कारणवश, नियोजक उस निश्च तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का सदाय करने में असफल रहता है, और पायसी को व्ययगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है ।

11. नियोजक द्वारा प्रीमियम के संवाय में किए गए किसी व्यतिरिक्त की दशा में, उन मूल सदस्यों के नामनिर्वाणितियों या वित्तिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संवाय का उत्तरदायित्व नियोजक पर होगा ।

12. उक्त स्थापन के सञ्चय में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्वाणितों वित्तिक वारिसों को बीमाकृत रकम का संवाय उत्तरदायित्व से और प्रत्येक दशा में भारतीय जीवन बीमा निगम में बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा ।

(सं० एम० 3514/157/82 पी० एफ० II)

S.O. 3401.—Whereas Messrs Hilton Rubbers Private Limited, Hilton House, S-23, Green Park Extension, New Delhi-110016 (DL/3741) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

## SCHEDULE

1. The employer in relation to the said establishment shall submit such return to the Regional Provident Fund Commissioner, Delhi, maintain such accounts and provide for such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display, on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Where the employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had the employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Delhi, and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

कां० प्रा० 3402.—मैसर्स इंजिनियर्स इण्डिया लिमिटेड, 4 संसद मार्ग नई दिल्ली 110001 (डो० एन०/2097), (जिसे हमसे इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपलब्ध अधिनियम, 1952 (1952 का 19) (जिसे हममें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन दूर दिए जाने के लिए आवेदन किया है:

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिषेय या प्रीमियम का सदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए यह फायदे उन फायदों से अधिक अनुकूल है जो कर्मचारी निक्षेप सहज बीमा स्कीम 1976 (जिसे हममें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत है;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इनमें उल्लेख अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्षों की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

## अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रदेगिक भारोप निधि आयुक्त दिल्ली को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा परीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निश्चित करे।

2. नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय समय पर निश्चित करे।

3. सामूहिक बीमा स्कीम के प्रभाव में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सदाय, लेखाओं का अन्तरण, निरीक्षण प्रसारों का सदाय आदि नों हैं, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जा, तब उस संशोधन की प्रति तथा कर्मचारियों को अनुबन्धों की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना पत्र पर प्रकाशन करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का, या उक्त अधिनियम के अर्थात् दूर प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जात है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसको तब तुरन्त दर्ज करेगा और उसकी आवश्यक आवश्यक प्रीमियम भारतीय जीवन बीमा निगम का सदाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाने हैं तो नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि को जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभूत हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होने हुए भी, यदि किसी कर्मचारी की मृत्यु, वह इस स्कीम के अधीन संवेद्य रकम उस रकम से कम है जो कर्मचारी का उस दशा में संवेद्य होनी जब वह

उक्त स्कीम के अधीन होता तो, नियोजन कर्मचारी के विशेष अधिकारों के नाम निर्देशिका को प्रतिक' के रूप में दोनो रक्तों के अन्तर्गत के बराबर रक्तों का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त दिल्ली के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन में कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का सुनिश्चित अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी चीज से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असमर्थ रहता है, और पालिसी को ब्यंगन हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजन द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिरिक्त की वशा में, उन मूल सदस्यों के नाम निर्देशिका या विधिकारियों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अंतर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशिका/विधिकारियों का बीमाकृत रकम का संदाय उत्तरदायित्व में और प्रत्येक वशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के मातृ के भीतर सुनिश्चित करेगा।

[सं० एस० 35014/182/82 पी० एफ० 2]

**S.O. 3402.**—Whereas Messrs Engineers India Limited, 4, Sansad Marg, New Delhi-110001 (DL/2097) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Delhi maintain such accounts and provide for such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3 All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display, on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Where the employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had the employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Delhi and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assistance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(182)/82-PF, II]

नई दिल्ली, 10 सितम्बर, 1982

क्र० आ० 3403.—केन्द्रीय सरकार ने कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 के खण्ड (क) में श्री वीरेन्द्र पाटिल, श्रम और पुनर्वास मंत्री को श्री भागवत झा आचार्य के स्थान पर कर्मचारी राज्य बीमा निगम के अध्यक्ष के रूप में नामनिर्दिष्ट किया है ;

अतः अब केन्द्रीय सरकार, कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 4 के अनुसूचन में, भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या क्र० आ० 850 (अ), दिनांक 21 अक्टूबर, 1980 में निम्नलिखित संशोधन करती है, अर्थात् :—

उक्त अधिवृत्त में, “(केन्द्रीय सरकार द्वारा धारा 4 के खण्ड (क) के अधीन नामनिर्दिष्ट)” शर्तों के तहत मद्र 1 के सामने की प्रविष्टि के स्थान पर निम्नलिखित प्रविष्टि रखी जाएगी, अर्थात् :-

श्री वीरेन्द्र पाटिल,  
अथ श्रीर पुनर्वासि मंत्री,  
भारत सरकार,  
नई दिल्ली ।

[सं० यू-16012/1/82-मृच० आई]  
ए०के० भट्टाचार्य, अवर सचिव

New Delhi, the 10th September, 1982

**S.O. 3403.**—Whereas the Central Government has, in pursuance of clause (a) of section 4 of the Employees' State Insurance Act, 1948 (34 of 1948) nominated Shri Veerendra Patil, Minister of Labour and Rehabilitation as the Chairman of the Employees' State Insurance Corporation, in place of Shri Bhagwat Jha Azad;

Now, therefore, in pursuance of section 4 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Labour No. S.O. 850(E), dated the 21st October, 1980, namely :—

In the said notification, under the heading “(Nominated by the Central Government under clause (a) of section 4)”, for the entry against Serial No. 1 the following entry shall be substituted, namely :—

Shri Veerendra Patil,  
Minister of Labour and Rehabilitation,  
Government of India,  
New Delhi.

[No. U-16012/1/82-II]  
A. K. BHATTARAI, Under Secy.

New Delhi, the 2nd September, 1982

**S.O. 3404.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 3, Dhanbad in the industrial dispute between the employers in relation to the management of Khas Kusunda Colliery of Messrs Bharat Coking Coal Limited, Post Office Kusunda, District Dhanbad and their workmen, which was received by the Government on the 28th August, 1982.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO. 3, DHANBAD

Reference No. 30/80

PRESENT :

Shri J. N. Singh, Presiding Officer.

PARTIES :

Employers in relation to the management of Khas Kusunda Colliery of M/s. Bharat Coking Coal Ltd., P.O. Kusunda, District Dhanbad.

AND

Their workman.

APPEARANCES :

For the Employers—Shri B. Joshi, Advocate.

For the Workman—Shri S. Bose, Secretary, R.C.M.S

INDUSTRY : Coal.

STATE : Bihar.

Dated, the 21st August, 1982

AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred on them U/s 10(1)(d) of the Industrial Disputes Act, 14 of 1947 has referred the dispute to this Tribunal for adjudication under Order No. L-20012/121/79-D.III(A) dated the 28th April, 1980.

## SCHEDULE

“Whether the action of the management of Khas Kusunda Colliery of M/s. Bharat Coking Coal Ltd., P.O. Kusunda, District Dhanbad in reverting Shri B. D. Agarwala, Loading Clerk Grade-I to Loading Clerk, Grade-II with effect from the 4th February, 1978 is justified? If not, to what relief is the said workman entitled?”

2. On 17th August, 1982 the representatives of both the parties filed a joint petition stating that a similar case relating to promotion was decided by this Tribunal in Reference Case No. 1/80 and the award has been passed and the Tribunal had directed to reconstitute the Departmental Promotion Committee (D.P.C.) and reconsider the case for promotion as the proper norms were not followed. It is further mentioned that the management will consider the case of the concerned workman along with others and if he is found suitable he would be promoted. It is, therefore, prayed that the present Reference be adjudicated in terms of the award of Reference Case No. 1/80.

3. In Reference No. 1/80 the management was directed to constitute a fresh D.P.C. and consider the case of the workmen with retrospective effect along with the persons who had been promoted and give promotion to them if they are found suitable for the same as per norms prescribed by the headquarter.

4. On the basis of the joint petition filed on behalf of both the sides, in this Reference also it is directed that the management will reconstitute a fresh D.P.C. and consider the case of the concerned workman with retrospective effect along with other persons who have been promoted and give promotion to him if he is found suitable for the same as per norms prescribed by the headquarters.

5. The award is given accordingly.

J. N. SINGH, Presiding Officer  
[No. L-20012(121)/79-D.III(A)]

**S.O. 3405.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 3, Dhanbad in the industrial dispute between the employers in relation to the management of Ena Colliery of Messrs Bharat Coking Coal Limited, Post office Dhansar, District Dhanbad and their workmen, which was received by the Central Government on the 28th August, 1982.

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO. 3, DHANBAD  
REFERENCE NO. 16/80

PARTIES :

Shri J.N. Singh, Presiding Officer.

PRESENT :

Employers in relation to the management of Ena Colliery of M/s. Bharat Coking Coal Ltd., P. O. Dhansar, Dist. Dhanbad.

AND

Their workman

APPEARANCES :

For the Employers—Shri B. Joshi, Advocate.

For the Workman—Shri S. Bose, Secretary R.C.M.S.

INDUSTRY : Coal.

STATE : Bihar.

Dated, the 21st August, 1982.

AWARD

The Govt. of India in the Ministry of Labour in exercise of the powers conferred on them U/S 10(1) (d) of the Industrial Disputes Act, 14 of 1947 has referred the dispute to this Tribunal for adjudication under Order No. L-20012/215/79-D.III(A) dated the 26th March, 1980.



## SCHEDULE

"Whether the demand of the workmen of Ena Colliery of M/s. Bharat Coking Coal Ltd., P. O. Dhansar, Dist. Dhanbad that Shri Banshi Bhuia, Miner should be reinstated in service with full back wages and allowances for the period of idleness from the 30th March, 1978 is justified? If so, to what relief is the said workman entitled?"

2. The case of the workman is that he was a permanent employee of Ena Colliery as a miner under the management for a pretty long time. A chargesheet however was issued against him dated 24th May, 1976 on fictitious charges to which he gave a reply. The management conducted enquiry against him and thereby dismissed him from service. It is submitted that similar chargesheet was issued to another workman namely Shri Doman Mahto, C.C.M. Mazdoor on the same charges, but the management held that no case was proved against him and he was allowed to resume duty with fully back wages.

3. It is stated that on 22-5-1976 the concerned workman was sick and he went to the colliery Dispensary alone to collect medicine and he had nothing to do with any incident of that date but his name was dragged at the instance of Shri Brij Bhushan Prasad, Compounder for some personal animosity. It is submitted that the order of dismissal is illegal and unjustified and he should be reinstated in service.

4. According to the management, however, the workman Shri Banshi Bhuia was dismissed for proved misconduct after a domestic enquiry held against him. The case of the management is that the concerned workman went to Dr. A. K. Singh, Medical Officer of the colliery and demanded that he should be declared to be sick to enable him to avail the sick leave. He gave out that he was having loose motions. He was examined by the Doctor and he was found to be perfectly hale and hearty and therefore the Doctor advised him to report for his duty. On this Shri Bhuia got agitated, started abusing the Doctor filthily and left the Dispensary. The Doctor went to the Manager to complain against the said action of Shri Bhuia. Soon after the Doctor came out of the Office of the Manager it was noticed that Shri Bhuia had collected about 20 to 30 persons and was making agitation. At about 5.45 or 6 p.m. on the same day when Shri Prasad, Dresser was going on the pillion seat of the motor cycle of Shri J. N. Vidolia, Asstt. Manager for bringing medicine they were way-laid by Shri Bhuia and Shri Doman Mahto who wanted to stop the motor cycle. A crowd had collected there and it was alleged that Shri Prasad assaulted Shri Bhuia while he was in the dispensary and so Shri Prasad should also be assaulted. On the intervention of some persons when Shri Vidolia with Shri Prasad started the motor cycle Shri Bhuia and Doman Mahto assaulted Shri Prasad with his shoes on the back portion. The matter was reported to the Manager as well as to the Police.

5. On the above allegations a chargesheet was issued against the concerned workman as also against Shri Doman Mahto and after domestic enquiry though Shri Doman Mahto was exonerated of the charge but Shri Bhuia was dismissed from service. It is submitted that the action taken by the management is fully justified.

6. The point for consideration is as to whether the demand of the workman that he should be reinstated in service with full back wages and other benefits from 30-3-1978 is justified. If so to what relief is he entitled.

7. The preliminary issue as to whether the enquiry was fair and proper was heard by this Court who by its Order dated 2nd June, 1982 held that the enquiry was fair and proper.

8. The only point for consideration now is as to whether there was sufficient or cogent evidence before the Enquiry Officer to hold the concerned workman guilty of the charge. It will however appear that both Shri Bhuia and D. Mahto were issued chargesheet on the same date for the same allegations and the charges are Ext. M-1 and M-2. Exts. M-3 and M-4 are the reply filed by the two workmen denying

695 GI/82--10

the charges totally. Shri A. K. Srivastava was appointed Enquiry Officer in this case and his report is Ext. M-15. Ext. M-14 is the enquiry proceedings. The dismissal letter has been marked as Ext. M-9. The charge against the concerned workman (Ext. M-1) would show that it was alleged that on 22-5-1976 at 5 p.m. while Shri Brij Bhushan Prasad, Dresser was going from office to Jharra along with Shri J. N. Vidolia, Asstt. Manager the concerned workman along with Shri Doman Mahto collected about 100 workers at the colliery gate and gheraoed Shri Prasad and also indulged in violent and riotous activities and assaulted Shri Prasad resulting injuries on his person. The concerned workman was therefore charged for, (1) Drunkenness, fighting or riotous, disorderly or indecent behaviour while on duty at the place of work and (2) Assaulting any superior or co-worker. This charge is based on the original report submitted by Shri Brij Bhushan Prasad to the manager which is dated 24-5-1976 and has been marked Ext. M-10. In this petition it is alleged that on 22-5-1976 at 5 p.m. while Shri Prasad was going from his duty with Shri J. N. Vidolia, Asstt. Manager on his motor cycle the concerned workman and Shri Doman Mahto along with 100 labourers surrounded him and badly assaulted him with shoes and slaps at the colliery gate. The reason for the same is that at about 4 p.m. on the same day concerned workman had gone to the Doctor and demanded sick chit but the Doctor after examining him found that he was hale and hearty. On this the Doctor took Shri Bhuia before the Manager and thereafter the above incident took place. Thus according to this allegation Shri Prasad was assaulted with shoes and slaps both by Banshi Bhuia and Doman Mahto along with 100 labourers. Ext. M-11 is the report of the Doctor about the conduct of the concerned workman but this does not indicate anything about the assault on Shri Prasad.

9. It is therefore to be seen as to whether the charge of assault was proved before the Enquiry Officer and where there was sufficient or cogent evidence before the Enquiry Officer to hold the concerned workman guilty of the charge.

10. The chargesheet as referred to earlier would indicate that charges were framed on two counts against the concerned workman. Charge No. (1) is riotous or disorderly behaviour while on duty at the place of work. This charge apparently is not substantiated as the occurrence admittedly occurred after the office hours. The only other charge is regarding assault on a superior or a co-worker.

11. The enquiry proceedings Ext. M-14 would show that as many as 5 witnesses were examined before the Enquiry Officer. Witness No. 1 is Dr. A. K. Singh, the Medical Officer who was also representing the management. He is not an eye witness of the alleged assault and a hearsay witness. Witness No. 3 is Shri Sundar Singh, C.C.M. Driver. According to the management he is an eye witness but he stated before the Enquiry Officer that Banshi Bhuia had been to the Dispensary for medicine but the Doctor caught his neck and took him to the Office of the Manager. He has further stated that he does not know anything. Thus this witness does not speak anything about the alleged assault. The next witness produced by the management is Shri Bindeshwari Ram, Office Peon. He has stated that on 22-5-1976 Prasad Babu, compounder and Shri Vidolia was going on a motor cycle. There was crowd near the gate. He went there and tried to disperse and after the crowd dispersed the motor cycle proceeded and then he heard that Banshi Bhuia and Doman Mahto had assaulted Shri Prasad Babu. He has stated that he did not see any assault. Thus this witness also did not support the case of assault as alleged by Shri Prasad, Dresser.

12. The most important witness is Shri J. N. Vidolia, Asstt. Manager with whom Shri Prasad was going on motor cycle. He has stated that he required some medicine and so he took Shri Prasad and was going on a motor cycle where his motor cycle was stopped. He has further stated that Doman Mahto and the concerned workman asked him to get down Shri Prasad but he refused. At the intervention of some labourers this witness proceeded on his motor cycle along with Shri Prasad. As soon as he proceeded further he felt that somebody had assaulted Shri Prasad. He cannot say who assaulted him.

13. The last witness is Shri Brij Bhushan Prasad himself. As will appear from the evidence of the other witnesses discussed above it is clear that none of them stated before the Enquiry Officer that it was the workman concerned who had assaulted Shri Prasad with shoes. None of them is an eye witness. Then let us consider the statement of Shri Brij Bhushan Prasad himself. He has stated that when the motor cycle was stopped Banshi Bhuia who had shoes in his hand began to drag him from the Motor cycle and the crowd was instigating him to assault him. After sometime when the motor cycle was started both Banshi Bhuia and Doman Mahto assaulted him on his back. According to the earlier report submitted by him before the Manager Shri Prasad mentioned that several persons began to assault him. In his evidence he has stated that only the concerned workman and Doman Mahto assaulted him with shoes on his back. Further in his earlier report he alleged that Banshi Bhuia and Doman Mahto along with several labourers surrounded him and assaulted him badly with shoes and slaps. None of these allegations have been corroborated either by Shri Prasad himself or by Shri J. N. Vidolia, Asstt. Manager who was the most competent witness in this case and was a responsible officer of the colliery. It cannot be believed that if Shri Prasad had been assaulted badly with shoes and slaps Shri Vidolia would not have seen it nor Shri Vidolia would have seen when Shri Prasad was being dragged out from the motor cycle.

14. Thus from the above evidence it is clear that there was no cogent or sufficient evidence before the Enquiry Officer to hold that in fact the concerned workman had assaulted Shri Prasad with shoes and slaps. The evidence is most shaky and no reasonable person can rely on such a shaky evidence and hold the concerned workman guilty of the charge.

15. It will also appear from the record that even the authority of the management did not support the enquiry report of the Enquiry Officer. This will appear from the office note Ext. M-8 submitted by the Asstt. Personnel Officer after scrutinising the enquiry proceedings and enquiry report. He has mentioned in his note that from the enquiry proceedings it revealed that none of the prosecution witnesses have seen that the aforesaid two workmen assaulted Shri Prasad. Only the complainant Shri Prasad stated that while he was going to Jharia in the scooter of Vidolia these two workers collected about 20/30 persons and gheraoed him and also they had assaulted him causing bodily injuries. Even Shri Vidolia with whom Shri Prasad was going to Jharia in his scooter has not seen the aforesaid two workmen to assault Shri Prasad but he only stated that somebody on the back assaulted him. Thus the authority of the management did not find that the charges against the concerned workman had been proved. However, later on the management took a different view and issued order of dismissal against the concerned workman.

16. It will also appear that a criminal case was also instituted by Shri Prasad against as many as 7 workmen including the concerned workman and Doman Mahto. Ext. W-1 is the judgement of the Criminal Court. From the judgement it will appear that 5 witnesses were examined on behalf of the prosecution out of whom PWs-1 and 2 were formal witnesses. PW-3 and PW-4 were the witnesses of charge and they stated that they know nothing about the case. Shri Vidolia himself stated before the Magistrate that he did not see any of these accused assaulting the informant at the time. Thus before the trial Court also Shri Vidolia did not support the charge against the concerned workman who along with others were acquitted of the charge.

17. It will also appear from the enquiry proceedings that the same evidence word by word was given by the management witnesses against both i.e. Banshi Bhuia and Doman Mahto. It is strange that on the same evidence Shri Doman Mahto was exonerated and was directed to resume his duty but the concerned workman Shri Banshi Bhuia was found guilty and was dismissed from service. There should be no disparity while dealing with the workmen and two scales should not be for judging an allegation. The management should either have punished both the concerned work-

man and Doman Mahto or should have exonerated both of them when the evidence against both of them was verbatim of the same type. This clearly shows that double standard was adopted by the management and for some ulterior reason the concerned workman has been punished. It may be that some incident might have taken place on the date of occurrence but there is no cogent or sufficient evidence to force the Enquiry Officer to hold the concerned workman guilty of the charge of assault on Shri Prasad.

18. Considering the evidence on record and facts and circumstances of the case, I hold that the charge of assault was not well proved against the concerned workman before the Enquiry Officer and therefore the order of dismissal is illegal and unjustified.

19. The next point is as to what relief the concerned workman is entitled. As the charges were not well proved against him he is certainly entitled to reinstatement but in the circumstances of the case he will get half the wages for the idle period.

20. To sum up I hold that the demand of the concerned workman that he should be reinstated in service is justified and he is entitled for half the wages for the idle period. The management must reinstate him within a month from the date of the publication of the award.

21. I give my award accordingly.

J. N. SINGH, Presiding Officer.

[No. L-20012(215)/79-D.III(A)]

New Delhi, the 6th September, 1982

**S.O. 3406.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Dhanbad in the industrial dispute between the employers in relation to the management of Barora Colliery of Messrs Bharat Coking Coal Limited, Post Office Nowagarh, District Dhanbad and their workmen, which was received by the Central Government on the 31st August, 1982.

# BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) DHANBAD

Reference No. 49 of 1981

In the matter of an industrial dispute under S. 10(1)(d) of the I. D. Act, 1947.

## PARTIES :

Employers in relation to the management of Barora Colliery of M/s. Bharat Coking Coal Ltd., Post office Nowagarh, District Dhanbad and their workmen.

## APPEARANCES :

On behalf of the employers.—Shri B. Joshi, Advocate.

On behalf of the workmen.—Shri D. Mukherjee, Advocate.

STATE : Bihar.

INDUSTRY : Coal

Dhanbad, the 28th August, 1982

## AWARD

This is an industrial dispute under S. 10 of the I. D. Act, 1947. The Central Government by its Order No. L-20012/34/81-D. III A. Dated 28th July, 1981 has referred this dispute to this Tribunal for adjudication under the following terms :

## SCHEDULE

"Whether the demand of the workmen of Barora colliery of M/s. Bharat Coking Coal Limited, Post office Nowagarh, District Dhanbad for designating Shri Moti Mahato as 'mason with effect from the 29th August, 1977 and paying him appropriate wages is justified? If so, to what relief is the concerned workman entitled? "

2. The concerned workman Shri Moti Mahato has been working in Barora Colliery since long and he started his career as a general mazdoor in category I of the wage board recommendation. The job of mason is under category IV of the wage board recommendation. While working as general mazdoor the concerned workman picked up the work of a mason. His case is that w.e.f. 7-3-1977 as per order of the Superintendent of Barora colliery he has been working as mason regularly. He approached the management several times for regularisation of his job as mason in category IV on the basis of performance of his job as mason. The management paid no attention to his request and so Bihar Colliery Kamgarh Union of which he is a member raised an industrial dispute before the Assistant Labour Commissioner (C) Dhanbad. During conciliation proceeding the management is said to have agreed to regularise him in the job of a mason, but apparently there was no conciliation settlement. Since the conciliation ended in failure, we have this reference with the schedule mentioned above.

3. The management in their written statement contended that the demand of the workmen is to gain promotion from category I to category IV ably which is neither possible nor justified. In the evidence adduced on behalf of the management it has been clarified that the concerned workman is now under category II, but it has been contended that even from category II the promotion could not be to category IV. The management has tried to clarify that in the collieries the job of mason is not of a permanent nature although some mason have been taken in on permanent basis in some of the collieries. But permanent mason are not able to cope with the requirements of the colliery on account of periodical influx of work, such as making haulage foundation, pump foundation, construction of stoppings, white washing of passages. For the above purposes outsiders are engaged by way of contractors and in some cases such of the general mazdoors who have picked up skill to do the work of mason are deputed to work as mason. In such an eventuality such workmen are paid the difference of wages between the post they hold and the job which they are required to perform. It is an admitted position that the concerned workman was required to perform. It is an admitted position that the concerned workman was required to do the work of a mason as contended by him and has obtained the difference of wages. He has further gained experience as mason so as to enable him to get his promotion as mason as and when a vacancy arises. According to the management the concerned workman has acted in haste to obtain promotion to category IV without there being any vacancy to promote him. It has further been contended that all the promotion matters have to be examined by a Departmental Promotion Committee and it is only on the basis of the recommendation of the Departmental Promotion Committee that the promotion is made from one category to another. For the above reason it has been pleaded by the management that the present reference is liable to be answered in the negative.

4. It will appear from the above recital of the case of the parties that there is some difference between the date from which the concerned workman claims regularisation and the date on which he started working as mason. In this reference regularisation is claimed from 29-8-1977 but the written statement of the workman shows that he has been working as mason from 7-4-1977. No reason has been given as to why the concerned workman is claiming regularisation from a later date. But since we have to answer the reference for regularisation with effect from 29th August, 1977 we shall confine our discussion in relation to this date.

5. Consistent with the case of the management the management has filed a bunch of pay slips to show that ever since the concerned workman started working as mason and during the period he worked as mason he has been paid the difference of wages. On behalf of the workman Shri D. Mukherjee Advocate has not disputed these pay slips and has conceded that the difference of wages have been paid to the concerned workman.

6. The management has examined MW-1 Shri B. Sharma, Assistant Manager of Barora colliery working there since 1978. He has said that the concerned workman is engaged for construction of ventilation stoppings which is done once in a month which is completed in two three days time. The concerned workman is also engaged for white washing,

cleaning, stone dusting and some other miscellaneous jobs. He has said that the concerned workman belongs to category II. According to his evidence therefore the job of the mason performed by the concerned workman is not continuous and whenever he works as mason he is paid for that job, as difference in wages.

7. Now let us see what Shri Moti Mahato, WW-1 concerned workman has to say on this point. His evidence is that that the work of the mason in the colliery is continuous. He has admitted in cross-examination that he worked on the jobs of making isolation, ventilation stopping and haulage foundation. He has further admitted that isolation stopping and foundation work are done occasionally as and when required. But according to him ventilation stopping is regularly done throughout the year. His evidence is that he had all along worked in the job of making ventilation stopping. But he has admitted that he is also required to do bracket jamming work which occasionally arises. In cross-examination he had to admit that it takes one week to prepare one ventilation stopping in a mine. He had no recollection as to how many ventilation stopping he prepared in 1977, 1978 or in 1979. Further down in cross-examination he has admitted that he has worked in only incline of South Barora colliery where there is only one ventilation fan. He has also admitted that once a ventilation stopping is built, a new stopping is only required when a new level or galleries have to be provided with ventilation fan. His evidence is that one level is exhausted in one month's time, and one stopping required to erect a ventilation fan.

8. It will appear that the concerned workman has worked as mason from time to time and whenever the work of mason is not available he has worked over certain jobs. From the evidence adduced on behalf of both the parties it is amply clear that the job of a mason is not continuous.

9. The concerned workman has relied upon the document produced by him. We have before us Ext. W. 1 which is an office order dated 7-4-77 signed by the Superintendent, Barora Colliery. Under this order Shri Moti Mahato (concerned workman) a water mazdoor was required to work as mason with immediate effect in Central Kendwadih section. Now this appears to be the basis for making an assertion in the written statement of the workman that he has been regularly working as mason since 7-4-77. The next document, Ext. W. 2 is dated 29-8-77. This is again signed by the Superintendent Barora colliery designating Shri Moti Mahato as mason. Under this letter he was transferred to the siding for regular repair of S/Coke bhatta chennals. The letter mentions that his attendance would be marked at the siding. The use of the word 'regular repairs' and marking his attendance at the siding has probably lead to the belief of the workman that he became a permanent and regular mason of the colliery. But nevertheless the colliery management did not recognise him as a permanent mason, and all the management did was to pay him the difference of wages. It appears however that at the conciliation stage he was claiming regularisation from 29-8-77 on the basis of Ext. W-2. On 6-11-79 there was a change of order by the Superintendent, Barora colliery. Shri Moti Mahato who was working on surface as mason was transferred to work at South Barora section underground while Shri Bisu Das, mason working underground was transferred to work on the surface.

10. The industrial dispute was raised by Shri Moti Mahato and six others before the Assistant Labour Commissioner (C) Dhanbad. The management of Barora colliery filed a written comment dated 22-4-1980. This is before us and has been marked Ext. W. 4. In paragraph 6 we have the following comments :

"Shri Moti Mahato.—His designation is present mazdoor and he is working in masonry jobs and hence his name has been recommended for the General Manager, Barora Area for the change of his designation. After that his designation as per job performance will be changed."

Now, this is a comment which the workman has tried to use as an agreement in this case. It is clear that this could not be an agreement but an assurance. The colliery management appears to have made a recommendation for

change of his designation, but this has to be examined by the General Manager and it was upto the satisfaction of the General Manager that his designation as mason could be accepted.

10. We have completed discussions of all the evidence pleaded in this case which is clear that this is a matter of promotion of the concerned workman from a lower category to a higher category. In such a matter many things have to be considered apart from the ability of the concerned workman to work as mason. It is a point in favour of the concerned workman that the management of Barora colliery has considered him fit for promotion as mason and recommended a change of his designation as mason. Shri B. Joshi has submitted that since this reference was made no final decision has been taken, and he blames the concerned workman for rushing up in raising industrial dispute. This is rather unfortunate. The position however is clear that merely because the Superintendent, Barora colliery has been treating him as mason which designation could not be changed without the specific order of the Area General Manager in this connection. It is further clear that merely on the basis of his working as mason this Tribunal cannot give him the relief of a change of designation since it involves a question of promotion which is within the exclusive competence of the management.

11. Thus having considered all aspects of the case I hold that the demand of the workman of Barora colliery of Messrs Bharat Coking Coal Limited, Post office Nowagarh district Dhanbad for designating Shri Moti Mahato as mason w.e.f. 29th August, 1977 and paying him appropriate wages is not justified. Consequently he is not entitled to any relief.

This is my award.

Sd/-

J. P. SINGH, Presiding Officer  
[No. L-20012/34/81-D. III(A)]

New Delhi, the 7th September, 1982

**S.O. 3407.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Dhanbad in the Industrial dispute between the employers in relation to the management of Godhur Colliery of Messrs Bharat Coking Coal Limited, Post Office Kusunda, District Dhanbad and their workmen, which was received by the Central Government on the 31st August, 1982.

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) DHANBAD.**

**Reference No. 39 of 1980**

In the matter of an industrial dispute under S. 10(1)(d) of the I. D. Act, 1947

**PARTIES :**

Employers in relation to the management of Godhur colliery of Messrs Bharat Coking Coal Limited, P. O. Kusunda district Dhanbad and their workmen.

**APPEARANCES :**

On behalf of the employer.—Shri B. Joshi, Advocate.

On behalf of the workman.—Shri S. Bose, Secretary, Rastriya Colliery Mazdoor Sangh, Dhanbad.

**STATE Bihar.**

**INDUSTRY : Coal**

Dhanbad, the 27th August, 1982

**AWARD**

This is an Industrial dispute under S. 10 of the I. D. Act, 1947. The Central Government by its order No. L-20012/(135)/80-D. III(A) dated 25th November, 1980 has referred this dispute to this Tribunal for adjudication on the following terms.

# **SCHEDULE**

"Whether the action of the management of Godhur Colliery of Messrs Bharat Coking Coal Limited, Post office Kusunda, District Dhanbad in superannuating Shri Ram Dhani Mahato trammer, with effect from 6th December, 1978 is justified? If not, to what relief is the said workman entitled?"

2. This dispute was raised by the Secretary, Rastriya Colliery Mazdoor Sangh, Rajendra Path, Dhanbad according to the workmen he happens to be a permanent employee of Godhur colliery working in a group without any complaint in respect of his work. The management of the colliery however wanted to clear out a larger number of older employees, and with that in view they started referring such workmen to their own doctor for ascertaining physical fitness and their age. The management usually obtained from their own doctors reports about such workmen being above the age of 60 or their being unfit for duty, and on these two pleas terminated the services of a large number of employees between 1976 and 1978. In the case of the concerned workman the Superintendent, Godhur colliery by letter dated 18-9-78 required him to appear before the company's medical board on 23-9-78, but no examination was done on that date. The same officer issued another letter dated 15-11-78 to appear before the medical board on 28-11-78. The case of the workman is that he appeared before the medical board but no physical or mental examination was done nor any copy of the medical report was given to him so that he continued to work in the colliery as trammer. His grievance is that he was served with a notice dated 4-12-78 terminating his service w.e.f. 6-12-78. His case is that since he was a permanent employee the management of the colliery could not terminate his service without serving a notice on him and without considering his show cause.

3. Being aggrieved by the action of the local management the union of the workmen raised an issue before the General Manager of the area as well as before the General Manager(P) of Bharat Coking Coal Limited, Headquarters, but failed to receive any reply. The union thereafter represented the matter before the Assistant Labour Commissioner(C), Dhanbad. He took up the matter with the parties and held conciliation proceedings which ended in failure, due to the adamant attitude of the management. A failure report was submitted by the Assistant Labour Commissioner (C) to the Central Government through his letter dated 19-6-80 which was considered by the Ministry of Labour, and this present reference was made for adjudication.

4. The prayer of the workmen is that the management of Godhur colliery has terminated services of Shri Ramdhani Mahato in the garb of superannuation w.e.f. 6-12-78, and such action was not justified. The workman has further prayed for reinstatement with back wages and other benefits admissible to him.

5. The management also filed written statement rebutting the case of the workman. It was alleged that Shri Ramdhani Mahato developed physical defects and was found incapable of performing the important duties of a trammer. He developed defects in his eye sight as a result of which he became accident-prone and became risk to his own life and to the lives of his fellow workers. He could not be engaged in the incline plane on the haulage line, and he could only be deputed at the tramming levels. For this reason his work-load had to be shouldered by his group workers, and he could do some incidental works of pushing of tubs only in a casual manner. The positive case of the management is that the Superintendent of the colliery observed the performance of this workman had also received complaints made to him by his co-workers and mine officials about the workman performing his duties not in a satisfactory manner. The Superintendent of the colliery directed the concerned workman by his letter dated 23-1-78 to appear before the medical board for determination of his age and physical fitness. The concerned workman did not obey the instructions contained in that letter and started absenting from his duties. He himself found it difficult to work as underground trammer and approached the management to provide him with light duty on the surface. The management however could not provide him with light duty as no such job was available. Thereafter the concerned workman continued to be absent from duty. Shri Lalit Burman,

Vice President of United Coal Workers Union, raised a matter on behalf of the concerned workman before the management, and during the discussions on 12-10-78 Shri Burman agreed that the workman should get himself examined by the medical board for determination of his age and physical fitness. The concerned workman thereafter appeared before the medical board which consisted of eminent doctors. The medical board examined the concerned workman and found him over the age of 60 years, put down summary of medical examination results. The management examined the medical report and also considered his performance and the age of the concerned workman entered into colliery records. The management accepted the report of the medical board and retired/superannuated the concerned workman with effect from 6-12-78. According to the management therefore the retirement or superannuation of the concerned workman was justified.

6. In this case the termination of the service or his superannuation has been based on two grounds—(1) the workman was found physically unfit to perform his duties of a trammer, and (2) he had already crossed the age of 60 years. It may be pointed out here that if the management succeeded in showing that the concerned workman had already attained the age of 60 years, the management could retire him on that ground alone and the same could not be treated as termination of service. The question of termination of service would arise only if the concerned workman had not reached the age of superannuation which is admittedly 60 years in the case of colliery workmen. The management has relied on the concerned workman being physically unfit to do the job of trammer as a ground of termination of his service irrespective of the question of his superannuation. We shall presently look into the evidence adduced by the parties on these two points.

7. The management has produced only one medical report which is Ext. M1. In this report the details of examination have not been given. This report shows that in the opinion of the board Shri Ramdhani Mahato, trammer was 60 years of age. This report has been signed by the medical board members and there is one thumb impression purported to be that of the concerned workman. This report has been proved by Dr. J. P. Gour, MW-1. He was Medical Superintendent of Godhur area since 1979 and he was a member of the medical board which determined the age of Shri Ramdhani Mahato. In his cross-examination the doctor has said that the medical board was constituted to examine the physical fitness and to determine the age of Shri Ramdhani Mahato. He has admitted that in the document, Ext. M1 only the age determined was mentioned, and no mention was made about the physical fitness. The doctor has said that before the medical board reports of X-Ray of chest and eye had been placed and considered by the medical board in connection with determining the age of Shri Ramdhani Mahato. He was not in a position to say where those tests had been done. Now, the management has not produced any other evidence on this point except the medical report, Ext. M1 and the evidence of MW-1. No document has been produced to show that detailed examinations had been done and placed before the medical board for consideration. It appears that for this reason the management has said that the board's report, Ext. M1 is a summary, but there are to be some detailed reports showing the physical conditions of the concerned workman which led to the medical board to determine the age of the concerned workman. Moreover, the medical board's report is confined to the determination of the age of Shri Ramdhani Mahato and not a word has been said about the physical fitness of the concerned workman. Since the superannuation appears to have been made in this case on the ground that Shri Ramdhani Mahato had already attained the age of superannuation it was necessary to see that the report of the medical board was scientifically prepared. MW-1 has no doubt said that Ophthalmic and X-Ray of the chest test had been made in this case. But is no evidence to indicate that the concerned workman was required by the management to appear for such tests. MW-1 does not say that the medical board got these tests done. It is

therefore difficult to conclude that the board's conclusion that concerned workman had attained the age of 60 years can be said to be sound.

8. The management has not produced form B register to show the age of the concerned workman recorded at the time of his appointment. This is a statutory register and accepted as generally conclusive for the purpose of superannuation. The only evidence produced on behalf of the workman is the identity card, Ext. W.1. This is an admitted document issued by the management to the concerned workman. This shows the date of birth of the concerned workman to be 1-6-1930 and his date of appointment is 1-6-70. Serial number of Form B register mentioned in this document is B489 and his ticket No. is 55925. Now, 1-6-1930 also appears to be written in the Form B register, for otherwise, the serial number of Form B register could not have been noted in this identity card. The photograph of the concerned workman is also pasted on his identity card. It has been signed by the Manager Godhur colliery. Now on the basis of this document Ext. W.1 the date of superannuation is 1-6-1990. This means that he was prematurely retired on grounds of physical inability to perform his duty. I have already said that there is no medical evidence to show what was the condition his health at the time of his medical examination. The medical board is silent on this point and MW-1 who was a member of the medical board was unable to say about the physical condition of the concerned workman. The management examined MW-2 Shri B. C. Mukherjee, Superintendent of Godhur Colliery. All he has said is that the concerned workman asked for light duty because he was physically unfit to carry on the duties of a trammer. He has proved Exts. M2 to M5 which are all letters issued to the concerned workman. MW-3, Shri U. K. Jha is a Personnel Officer of Godhur colliery. He has simply come to say that Shri Lalit Burman had attended the discussions with the management and the minutes of discussions proved by him is Ext. M7. He has said nothing about the physical condition of Shri Ramdhani Mahato at the time when he was asked to retire.

9. It will appear from the evidence adduced in this case that we have no definite evidence to suggest that Shri Ramdhani Mahato was physically unfit to carry on his duties. In the written statement of the management there is a clear averment that complaints about his work had been made by the colleagues of the concerned workman and also by the manager of the colliery before the Superintendent of the colliery. It was also asserted that the colliery Superintendent had himself watched his work and found it to be unsatisfactory. The colliery Superintendent is a witness in this case does not say that the group members of the concerned workman had made any complaint. He also does not say that the manager complained to him. He further does not say that he himself watched the performance of the concerned workman. There is no document to show that any complaint was made about the physical unfitness of Shri Ramdhani Mahato. Furthermore, it has been stated in the written statement of the management that the concerned workman absented himself for a long time when he was refused light work as requested by the concerned workman. But no attempt has been made by the management to show about the continued absence of the concerned workman. So on all points raised by the management in the written statement there is dearth of evidence.

10. I have already found that according to the records of the management the concerned workman had not attained the age of superannuation. The management could refer to the medical board to determine the age of the concerned workman only in the extreme eventuality of the age of the concerned workman as entered in the colliery records to be wrong or doubtful in nature. But before that the concerned workman should have been made aware of the same and could be asked to produce evidence in support of his age. But without giving him an opportunity on this score, the management referred his case to the medical board. On behalf of the workman it has been said that Shri Lalit Burman agreed to send the concerned workman to the medical board for ascertaining his physical fitness and not for ascertaining his age. He is silent on this point and it cannot be said that the case of Shri Ramdhani Mahato was sent to the medical board for determining his age. At is is

the medical board's report is confined to the question of determination of his age and not a single word has been said about his physical fitness. I have already said that the medical board's report gives us no basis for a conclusion that the concerned workman had already attained the age of superannuation. The management of the colliery therefore was hasty in taking a decision to superannuate the concerned workman on the basis of the medical board's report in spite of the fact that the colliery record did not show that the concerned workman had reached the age of superannuation. I have already concluded that on the ground of physical disability on the part of the concerned workman the management has produced virtually no evidence. Consequently, the management has shown no justification for superannuating Shri Ramdhani Mahato w.e.f. 6th December, 1978.

11. In the result the action of the management of Godhur colliery of M/s. Bharat Coking Coal Limited, Post office Kusunda district Dhanbad in superannuating Shri Ramdhani Mahato trammer with effect from 6th December, 1978 was not justified. Consequently, Shri Ramdhani Mahato, trammer is reinstated in his job and will be deemed to continue in the service of Godhur colliery with effect from 6th December, 1978. He will further be entitled to the wages for the period he has been forced to remain idle together with all the other benefits admissible to him.

This is my award.

J. P. SINGH, Presiding Officer

[No. L-20012/135/80-D.III(A)]

New Delhi, the 10th September, 1982

**S.O. 3408.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Dhanbad, in the industrial dispute between the employers in relation to the management of Tasra Colliery in Sudamdih Area of Messrs Bharat Coking Coal Limited, Post Office Sudamdih, District Dhanbad and their workmen, which was received by the Central Government on the 6th September, 1982.

**BEFORE THE CENTRAL INDUSTRIAL TRIBUNAL  
(NO. 2) DHANBAD**

**Reference No. 50 of 1981**

In the matter of an industrial dispute under S. 10(1)(d) of the I. D. Act, 1947

**PARTIES :**

Employers in relation to the management of Tasra colliery in Sudamdih area of Messrs Bharat Coking Coal Limited, Post Office Sudamdih, District Dhanbad and their workmen.

**APPEARANCES :**

On behalf of the employers.—Shri R. S. Murthy, Advocate.

On behalf of the workmen.—Shri A. K. Mukherjee, the concerned workman.

STATE : Bihar INDUSTRY : Coal

Dhanbad, 31st August, 1982

**AWARD**

This is a reference under S. 10 of the I. D. Act, 1947. The Central Government by its order No. L-20012/86-81-D.III(A) dated 27th July, 1981 has referred this dispute to this Tribunal for adjudication on the following terms :

**SCHEDULE**

Whether the action of the management of Tasra colliery of Messrs Bharat Coking Coal Limited, Post Office Tasra, District Dhanbad in stopping Shri A. K. Mukherjee, electrical supervisor, from his duty on and from the 20th September, 1976 is justified ? If not, to what relief is the workman entitled ?

2. On receipt of the reference notices were served upon the parties to file their written statements and accordingly the parties filed their written statements in the above case. Ultimately, today the parties filed a memorandum of settlement in terms of which the concerned workman will be deemed to have voluntarily retired from the service of the employers and in his place his son will be provided employment. Since the terms of settlement is reasonable, I accept the same and pass the award accordingly. The memorandum of settlement will form part of the award.

Sd/-

J. P. SINGH, Presiding Officer

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL  
NO. 2 DHANBAD**

**In the matter of Reference No. 50 of 1981**

**PARTIES :**

Employers in relation to the Management of Tasra Colliery of Sudamdih Area of Messrs Bharat Coking Coal Ltd., P.O. Moti Nagar, Dist. Dhanbad.

**AND**

Their workman Sri A. K. Mukherjee  
The above mentioned employers and the workman concerned Sri A. K. Mukherjee most respectfully beg to submit as follows :—

(1) That the above mentioned matter refers to an individual dispute relating to Sri A. K. Mukherjee under Sec. 2-A of the Industrial Disputes Act, 1947, which has been notionally treated as an industrial dispute by the Central Government and referred to this Hon'ble Tribunal for adjudication.

(2) That the employers and the workman concerned, Sri A. K. Mukherjee have mutually discussed and negotiated this matter among themselves and have come to an amicable overall agreement in respect of the same on the following terms :—

(a) That it is agreed that Sri A. K. Mukherjee, Electrical Supervisor, Tasra colliery, the workman concerned in the present dispute will be deemed to have voluntarily retired from the service of the employers with effect from 20th September 1976 and he hereby voluntarily retires accordingly from the service of the employers as from that date.

(b) That in view of clause 2(a) it is agreed that the employers will provide employment to Sri Swadesh Kumar Mukherjee, the son of Sri A. K. Mukherjee, the workman concerned as Tracer (Trainee) for a period of one year on an initial basic pay of Rs. 460 per month plus other allowances as laid down in N.C.W.A. II with immediate effect and on successful completion of one year's training as a Tracer, he will be absorbed as a Tracer on a regular basis in the N.C.W.A. II pay scale of Rs. 460-16-652 and other allowances as laid down in N.C.W.A. II.

(c) That it is agreed that this is an overall agreement relating to all the claims of Sri A. K. Mukherjee arising out of and in connection with the present reference to this Hon'ble Tribunal and also it fully settles all matters relating to the service of Sri A. K. Mukherjee under the employers. However, Sri A. K. Mukherjee will be paid gratuity due to him under the Payment of Gratuity Act and the C.M.P.F. Commissioner, Dhanbad, will be advised to settle his C.M.P.F. dues.

(3) That both the parties submit that they consider this overall agreement fair and reasonable to both of them.

In view of the above, both the parties pray that the Hon'ble Tribunal may be pleased to give an award in terms of this joint application and the agreement as incorporated therein.

(A. K. MUKHERJEE)

Workman concerned

(SWADFSH KUMAR MUKHERJEE)

Son of Sri A. K. Mukherjee

Dhanbad : 30-8-82.

Manager Taura Colliery

Bharat Coking Coal Ltd.

(S. K. SINGH)

Personnel Manager, Sudamdih

Area B.C.C.I.

(RAL. S. MURTHY)

Advocate for Employers.

[No. L-20012/86/81-D.III(A)]

A. V. S. SARMA, Desk Officer

New Delhi, the 2nd September, 1982

**S.O. 3409.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 1, Bombay, in the industrial dispute between the employers in relation to the management of State Bank of India, Nagpur and their workmen, which was received by the Central Government on the 26th August, 1982.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL No. 1 AT BOMBAY

**COMPLAINT No. CGIT-1 OF 1982**

(Arising out of Reference No. CGIT-28 of 1981)

#### PARTIES

1. D.S. Joshi  
C/o 118, New Ramdaspath  
Near Nandajibaba Temple  
NAGPUR.
2. V.S. Bhumralkar  
C/o. 118, New Ramdaspath  
Near Nandajibaba Temple  
NAGPUR.
3. P.V. Gade  
C/o. 118, New Ramdaspath  
Near Nandajibaba Temple  
NAGPUR.
4. S.L. Bhishikar  
C/o. 118, New Ramdaspath  
Near Nandajibaba Temple  
NAGPUR.
5. P.K. Chobe  
C/o. 118, New Ramdaspath  
Near Nandajibaba Temple  
NAGPUR.

Complainants

V/s.

The Chief Regional Manager  
State Bank of India  
Regional Office  
Kingsway, NAGPUR

Opp. Party

#### APPEARANCES :

**For the Complainants :** Mr. S.P. Chaudhari, Vice  
President, State Bank Worker's Organisation.

**For the Opposite Party:** Mr D.R. Kulhari, Senior  
Asstt. Staff Cell.

Industry: Banking  
State: Maharashtra  
Camp: Nagpur

Nagpur, dated the 10th day of August, 1982.

#### AWARD

The complainants allege in this complaint-application that the opposite party, the Chief Regional Manager, State Bank of India, Regional Office, Nagpur, has been guilty of contravention of the provisions of Section 33-A of the Industrial Disputes Act, 1947. It appears that the complainants are facing domestic inquiries for certain alleged charges of misconduct. They wanted to be represented by particular persons in those inquiries. The opposite party objected to such representation. The complainants allege that this action on the part of the management amounts to a wrongful change in the service conditions of the workmen. They, therefore, prayed that this Tribunal be pleased to decide the complaint. The complainants however seek the withdrawal of their complaint.

2. The opposite party objected to this application for withdrawal. It appears that the complainants have filed a civil suit on 29th April, 1982 seeking certain reliefs from the Civil Court in this very matter and obtained a temporary injunction. This complaint was filed on 19th April, 1982 and the suit in the Civil Court was filed on 29th April, 1982. The objection of the management as set out in their reply to the withdrawal application is as follows :—

"At the outset the opposite party submits that the application for withdrawal of the complaint is misconceived and is not permitted by the provisions of the Industrial Disputes Act. In this connection the opposite party respectfully submits that the provision of section 33-A of the Industrial Disputes Act which is a special provision for adjudication as to whether the conditions of service etc. are changed during the pendency of the proceedings enjoined upon the Tribunal seized of the proceedings relating to industrial disputes (as in this case this Hon'ble Tribunal is seized of the proceedings in CGIT-28 of 1981) to adjudicate upon the complaint as if it were a dispute referred to or pending before it in accordance with the provisions of the Industrial Disputes Act and further requires it to submit its award to the appropriate Government and the provisions of the Industrial Disputes Act applied accordingly. It is so factually follows that since a reference made to this Hon'ble Tribunal by the Government under section 10 cannot be withdrawn unilaterally by a party seeking a reference, likewise a complaint once filed by the Tribunal before whom the earlier proceedings are pending, as to be adjudicated by this Hon'ble Tribunal in the manner in which other disputes are adjudicated upon and an award has to be passed. Thus the present application for withdrawal of the complaint cannot be permitted in law and ought to be dismissed."

3. The argument is that the Tribunal has to adjudicate upon the complaint as if it were a dispute referred to or pending before it in accordance with the provisions of the Industrial Disputes Act, and further the Tribunal is required to submit its award to the appropriate Government. The further argument is that since a reference made to the Tribunal by the Government under Section 10(1)(d) cannot be withdrawn unilaterally by a party seeking a reference, likewise a complaint once filed before the Tribunal cannot be withdrawn unilaterally by a party. I am unable to accept this argument. It is true that a party to the reference may not be able to say that the reference be withdrawn. Reference is made by the Government and it is for the Government to decide whether a reference should be withdrawn. If the Government wants to withdraw a reference it is competent for the Government to do so. In this case the complainants have filed this complaint. If they say that they do not want to go on with the complaint, it is incumbent upon the Tribunal to accept their prayer, unless there is anything in the Industrial Disputes Act or in some other provisions of law providing that such a complaint cannot be unilaterally withdrawn. I do not find anything in the Industrial Disputes Act preventing the complainants to withdraw the complaint filed by them.



4. The complainants are allowed to withdraw the complaint. The objection raised by the opposite party is rejected. No order as to costs.

M. D. KAMBLI, Presiding Officer

[No. L-12012/306/81-D.II.A]

New Delhi, the 7th September, 1982

**S.O. 3410**.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Bombay, in the industrial dispute between the employees in relation to the management of Bank of Maharashtra, Poona, and their workman, which was received by the Central Government on the 30-8-82.

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY**

**Reference No. CGIT-2/21 of 1980**

Employers in relation to the Bank of Maharashtra  
AND  
Their Workmen

**Reference No. CGIT-2/24 of 1980**

Employers in relation to the Bank of Maharashtra  
AND  
Their Workmen

**Reference No. CGIT-2/26 of 1980**

Employers in relation to the Bank of Maharashtra  
AND  
Their Workmen

**APPEARANCES :**

For the Employer—Shri D. J. Bhanage, Officer

For the workmen—Shri S. M. Dharap, Advocate

2. Shri R. D. Jog, Union representative.

**INDUSTRY : Banking**

**STATE : Maharashtra**

Bombay, the 6th August, 1982

**AWARD**

All the references are referred for adjudication by the Central Government under Section 10(1)(d) of the Industrial Disputes Act, 1947. Since they involve common question of facts and interpretation of the first Bipartite Settlement are decided by consent of the parties by a common judgement.

2. In reference No. CGIT-2/21 of 1980 by their Order No. L-12012/86/74-LR.III dated 26-11-1974 the following issues have been referred for adjudication pertaining to the service of Shri V. S. Kulkarni.

"(1) Whether the action of the management of the Bank of Maharashtra in depriving Shri V. S. Kulkarni, Clerk of Navi Peth Sholapur Branch of the temporary period of service of two months from the 4th May, 1971 for the purpose of giving him seniority, increment and confirmation in the Bank's service is justified? If not, to what relief is he entitled?"

(2) Whether the action of the management in allowing the temporary period of service of two months for the purpose of seniority, increment and confirmation in respect of some employees and denying the said benefits in respect of other employees including Shri V. S. Kulkarni amounted to discrimination and violation of clause 20.8 of 1st Bipartite Settlement of 1966? If not to what relief are the concerned employees entitled?"

3. The contention of the Union who has espoused the cause of all these workmen in case of Shri V. S. Kulkarni is that he was appointed as a Clerk at Walhe Branch from 4-5-1971 and was confirmed on 1-1-1972, the period of probation at the time of appointment being for six months. It is alleged that really speaking he would have been confirmed with effect from 1-11-1971, the date of confirmation being 1-1-1972 although according to the Union right from the date of appointment that is from 4-5-1971 till the date of his confirmation Shri Kulkarni had worked continuously in the Bank without any break in the service. The Union then referred to the correspondence exchanged between the parties namely the Bank Clerk and the Bank also referred to the reply dated 13-11-1973 that for the purpose of confirmation the Bank did not take into consideration the period of probation. It is then contended that according to the practice in existence if an employee is initially appointed in a temporary capacity and subsequently appointed on probation without any break, on completion of the period of temporary appointment, the period of said temporary appointment is counted for considering the probation period. In this regard a reference is made to paragraph 20.8 of the first Bipartite Settlement and it is urged under the said settlement the earlier period of two months should have been counted for the purpose of determination of probationary period.

4. The Union then cited three instances of Miss H. S. Godbole, Shri U. R. Limaye and Shri D. B. Lule in whose cases the alleged earlier temporary period was counted for the determination of the period of probation and accordingly the dates of confirmation were fixed. The Union contends that there was clearly a discrimination made against the workman concerned rendering the order of the Bank invalid.

5. By the written statement the Bank has raised several contentions in an attempt to questioned the legality of the reference but none was referred at the time of arguments, therefore need not be quoted. Regarding the appointment the version of the Bank is that the earlier period that is the period prior to 4-7-1971 in the case of Shri V. S. Kulkarni was for training and that offer was made to that effect on 21-9-1971 and therefore the date of confirmation was correctly fixed. It is alleged that only the period of probation is taken into consideration excluding the period of training spent by any employee and that there was to that effect a tacit understanding between the Bank and the majority Union which procedure now has assume the characteristic of well-worn out usage. The Bank then says that the employee was given to understand by letter dated 28-5-1971 that he was employed for training from 4-5-1971 to 4-7-1971 which can never form part of temporary period while determining the period of probation or the date of confirmation. It is further alleged that because of the decision in application No. LCP 280 of 1960, whereby it was held that the Banks are not prohibited from appointing a person for training and the said period has to be excluded while computing the probationary period.

6. While referring to the instances quoted by the Union it is alleged that the case of Miss H. S. Godbole had no relevancy while in the cases of the remaining two instances, the same were, due to mistake and that never amounts to any discrimination.

8. Reference No. CGIT-2/24 of 1980 pertains to Shri I. V. Bhandari clerk. By order No. L-12012/72/74/LR.III dated 6-2-1975, the Central Government referred the following dispute under Section 10(1)(d) of the Industrial Disputes Act, 1947 for adjudication :—

"Whether the action of the management of the Bank of Maharashtra, Poona, in not taking into account the period of temporary service of two months from the 20th April, 1970 put in by Shri L. V. Bhandari, Clerk, Tilak Road Branch, Poona for the purpose of confirmation in service, seniority and increment is justified? If not, to what relief is the said workman entitled?"

9. It is the contention of the Union that Shri L. V. Bhandari was appointed as a Clerk at Akhij Branch from 20-4-1970



and he was confirmed in the service on 1-1-1971. It is alleged that right from the date of appointment Shri Bhandari continuously worked in the Bank without any break and although he was entitled to increment from 1st April, every year, he was getting from 1st of July every year. It is alleged that the period of temporary appointment of Shri Bhandari for two months was wrongly not taken into account and thereby paragraph 20.8 of the first Bipartite Settlement was contravened.

10. By written statement Ex. 2 M, the Bank has refused all these contentions and urged that the workman was taken initially for two months for training which position was acquiesced in by the employee. It is alleged that the Bank used to impart pre-recruitment training to candidates who were appointed in a clerical cadre and after successful completion of the training period if they were found suitable they used to be taken up on probation where there were regular and clear vacancies. However subsequent to the nationalisation the candidates who were entitled for a stipend of Rs. 90 per month, under the revised arrangement the Bank has started to pay full salary to the new recruits, though selected for training and this arrangement was mutually acceptable to the concerned parties and cannot be construed as violation of Award or paragraph 20.8 of the Bipartite Settlement. It is alleged that Shri Bhandari submitted a fresh application on 17-9-1970 for appointment as clerk and by letter dated 19-9-1970 he was given an offer and in pursuance of which a declaration of fidelity and Secrecy was signed on 17-9-1970, accepting all the terms and therefore issued the order of confirmation on 1-2-1971, when his date of joining as 1-7-1970 was corrected and he was confirmed with effect from 1-1-1971 on a salary of Rs. 170. The Bank then referred to the correspondence exchanged between the parties and ultimately were denied to have caused any wrong as alleged.

11. Reference No. CGIT-2/26 of 1980 pertains to Shri S. H. Samudra. By their order No. L-12012/56/75/DII/A dated 18-7-1975 the following dispute has been referred for adjudication :—

"Whether the action of the management of the Bank of Maharashtra in not giving credit to the two months service from the 1st April, 1969 to 31st May, 1969, rendered by Shri S. H. Samudra for the purpose of his seniority and confirmation in service is justified? If not, to what relief is the said workmen entitled?"

12. The contention of the Union is that Shri S. H. Samudra was appointed as a temporary clerk from 1-4-1969 for the period of one month which period was extended by three more months with effect from 1-4-1969 when he was transferred to Navi Peth Branch, Pune by order dated 30-7-1969 extending the period of appointment by 15 days more from 1-8-1969. However before the expiry of the period the same was extended by two months more when at the close of which he was asked to join Tilak Road Branch from 14-10-1969. It is alleged that the Bank confirmed Shri Samudra on 13-10-1969 without considering the continuous temporary tenure of service from 1-4-1969 thereby violated paragraph 20.8 of the first Bipartite Settlement. Instances of Miss H. S. Godbole Shri U. R. Limaye and Shri D. B. Lale are also quoted to plead discrimination.

13. By their written statement Ex. 3/M though the dates are admitted the plea of the Bank is the incumbent was appointed temporary but not for the purpose of filling up permanent vacancies and as such his case is not covered under Paragraph 20.8 of the Bipartite Settlement. It is alleged that the earlier period of two months was treated as job training period and therefore could not have been considered as a period of probation and as such no relief is possible.

14. On the strength of these pleadings the following points arise for determination :—

- | Issues   | Findings |
|--|----------|
| (i) Whether the Bank establishes that the period of service from 4-5-1971, 1-4-1969 and 20-4-1970 till 4-7-1971, 14-10-1969 and 1-8-1970 respectively was by way of training-period? | No       |

(ii) If yes do they establish a usage whereby the training period has to be excluded from the period of service for the purpose of fixing seniority? No

(iii) Is the said usage valid and binding on those employees who are not parties to the alleged understanding? No

(iv) If not, whether the said periods must be taken into account for the various reliefs e.g. seniority increment and confirmations under para 20.8? No

(v) Can Bank deny those benefits? Yes

15. The main controversy in all the three clerks cases is according to the version of the Bank at the time of the initial appointment that is before the period of probation all these clerks were selected for the purpose of training which period can never be taken into account while determining the date of confirmation or the length of period of probation. Really speaking the controversy could have been set at rest if it was a period of training and not a period of temporary employment by producing the orders of appointment which the Bank failed to do, on the contrary Ex W/1 which is a copy of order dated 4-5-1971 in respect of Shri V. S. Kulkarni whereby he was told that he was appointed as a temporary clerk for two months from the date of issue of the letter. At Ex. W/2 there are terms of offer while Ex. W/7 dated 6-1-1972 Shri Kulkarni was told that he was taken on regular service of the Bank with effect from 1-1-1972 and he was confirmed in the service from said date. In the absence of best evidence namely the order of appointment issued in each case the Bank cited and examined Shri V. P. Deo Assistant General Manager who was basically concerned with recruitment, industrial relations and training. The witness says that after a clerk was selected he was given a training for two months and that prior to second bipartite settlement the system was during the training period the clerks were paid stipend and not salary, which system as we have already seen from the written statement was subsequently modified when the clerks started getting full salary. It is alleged that the training was mostly a class-room training while for observations they were sent to the various branches and on successful completion of training the clerks were posted on probation. It is stated that after the bipartite settlement, the system of recruiting the trainees on stipend was abolished and the Bank started recruiting the clerks on salary basis and then they were put on training, however the period of training remained the same namely two months.

In cross-examination he has denied that the training period was for six months. He has no knowledge whether there was any appointment of an outsider besides the trainees nor he could recollect that after completion of the training in case there was no vacancy such trainees were asked to wait. Appointment letter of Shri D. B. Lale, an instance quoted for establishing the discrimination was shown to the witness but he could not remember whether in the case of Shri Lale the period of two months was subsequently treated as a period of probation. Against this Shri V. S. Kulkarni in his deposition says that right from 4-5-1971 when he was appointed at Walhe Branch he served the Bank continuously and that the entire period of his service from 4-5-1971 should have been considered for fixing the seniority etc.

16. Now whether a particular person was appointed as a trainee or whether he was given to understand that though appointed as a clerk unless he completes the period of training he shall not be considered for probation also could have been well determined by the contents of the order of appointment which the Bank as already indicated failed to produce. Therefore the contention of the Bank that the initial period must be treated as training period in the absence of cogent evidence cannot be accepted.

17. Same is the case with usage whereby according to the Bank the training period was to be excluded from the period of service. When there is no proof of period of training, the question of usage in the first place would not arise and secondly even if it does arise, there is hardly any proof in this regard. When the usage is not established the version that usage brought about by understanding between

the Majority Union and the Bank is binding on other employees also who are not members of the majority union, must fail. Here again neither there is any evidence nor argument advanced in this regard.

18. The whole issue therefore turns on the point whether the three clerks were governed by paragraph 20.8 of the Bipartite Settlement so as to complain the breach thereof. One salient feature must be mentioned herein that although every time when a reference was made to paragraph 20.8 at very stage. If we peruse the statements of claims in all the three references, we do not find any contention that these clerks were appointed to fill up a permanent vacancy when appointed as a temporary clerks. In this regard we must peruse para. 20.7 which defines temporary employees and para. 20.8 which deals with eventual selection to which a reference would be made shortly. Under para. 20.7 temporary employee means a workman who has appointed for a limited period for work which is of an essentially temporary nature or who is employed temporarily as an additional workman in connection with a temporary increase in work of a permanent nature and includes a workman other than a permanent workman who is appointed in a temporary vacancy caused by the absence of a particular permanent workman. The words "caused by absence" were not appearing in the awards passed earlier and to that extend the term seems to be modified.

19. Paragraph 20.8 is as follows :—

"A temporary workman may also be appointed to fill a permanent vacancy provided that such temporary appointment shall not exceed a period of three months during which the bank shall make arrangements for filling up the vacancy permanently. If such a temporary workman is eventually selected for filling up the vacancy, the period of such temporary employment will be taken into account as part of his probationary period."

The words temporary workman may also be appointed to fill a permanent vacancy are the key words and unless there is averment to the relevant effect and proof, the same cannot be attracted. Since nowhere in the statement of claim filed by the Union it is contended that the three clerks when appointed to serve as temporary employees, they were appointed to fill the permanent vacancies created by any resignation, the periods served by a temporary workman cannot be allowed to be taken into account. The Bank was all along saying that it was period of training which contention though not established can never be converted into admission about the appointment in permanent vacancy and therefore it was incumbent on the Union who raised cudgel on behalf of the workman to pleading accordingly and adduce sufficient proof. Neither there is any pleadings nor there is any proof in this connection and therefore whatever may be the period of temporary service be it continuous, it may be without any break in service, and subsequently the clerk selected as a practitioner, still unless the temporary appointment was to fill permanent vacancy, all these factors would not save the cases of any of the three clerks.

20. My attention has been drawn to a award passed by the Presiding Officer of the Central Government Industrial Tribunal at Jabalpur in case No. CGIT/LC (B) (15)/1978, Ex. W/8 where the dispute was relating to a permanent vacancy caused by transfer of another employee and the clerk was performing the permanent nature of work and the appointment was continued in the permanent vacancy. By virtue of the facts as disclosed it is evident the para. 20.8 of the first Bipartite settlement was very much attracted which however is not the case here.

21. It was tried to be urged that when temporary employment was established and when it was continued the onus will be on the Bank to prove that Para. 20.8 did not govern the three cases. Onus lies on that party who in the absence of evidence would failed and if the cardinal principle of the Evidence Act is applied, the onus would be not on the Bank but on the employees concerned. They could have discharged the onus by onus by producing material in their possession or by seeking the record from the Bank. The Union has failed to do so and therefore if Paragraph 0.8 of the Bipartite Settlement cannot be inducted the cases of all the three employees must fail.

22. Thought there are three instances stated to be applicable to the facts of the clerks concerned, in the absence of any evidence suggesting that in the case of Miss Godbole also she was not appointed to fill up a permanent vacancy, no comparison is possible. Furthermore, the comparison is also not permissible because vital ingredients of the paragraph is missing in all the three cases whose references are before us. The result is that the references must fail.

23. The Bank's action is not considering the said periods of temporary employment for seniority etc. is held to be justified. At the same time as it is not established that these clerks were wrongly deprived of the benefits particularly of paragraph 20.8 of the First bipartite settlement, the clerks concerned would not be entitled to any relief. Award accordingly.

M. A. DESHPANDE, Presiding Officer;

[No. L-12012/56/75-D II (A)]

New Delhi, the 8th September, 1982

S.O. 3411.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur, in the industrial dispute between the employers in relation to the management of Bank of Baroda, Nagpur and their workmen, which was received by the Central Government on the 4th September, 1982.

BEFORE JUSTICE SHRI S. R. VYAS (RETD.),  
PRESIDING OFFICER, CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,  
JABALPUR (M.P.)

Case No. CGIT/LC(R)/27/1980

PARTIES :

Employers in relation to the management of Bank of Baroda, Nagpur and their workmen, S/Shri N. S. Patharkar and Khanzode represented through the All India Bank of Baroda Employees Union, C/o Arun Bhavan, Behind Super Market, Mandir Marg, Sitabuldi, Nagpur-12.

APPEARANCES :

For Workmen—Shri G. D. Hoshing, General Secretary.  
All India Bank of Baroda Employees' Union.

For Management—Shri R. B. Patale, Officer of the Bombay Chamber of Commerce and Industry.

INDUSTRY : Bank. DISTRICT : Nagpur (M.S.)

Dated : August 30, 1982

AWARD

The Ministry of Labour, Government of India, vide its Notification No. L-12011/52/79-D.IIA. dated 2-5-1980 has referred the following dispute to this Tribunal for adjudication :—

"Whether the action of the management of Bank of Baroda in relation to its Nagpur Regional in appointing Shri S. R. Soman as Special Assistant with retrospective effect from 16-10-'976 superseding Sarvashri N. S. Patharkar and P. K. Khanzode is justified? If not, to what relief are S/Shri N. S. Patharkar and P. K. Khanzode entitled?"

2. Briefly stated the facts which has given rise to this dispute and which are not in dispute are these.

3. The workmen S/Shri N. S. Patharkar and P. K. Khanzode are employees of the Bank of Baroda, Akola Branch, in the Nagpur Region, State of Maharashtra. At the relevant time the third workman, Shri S. R. Soman was also an employee under the same management at Akola. S/Shri N. S. Patharkar and P. K. Khanzode and S. R. Soman were respectively appointed on 9-4-1951, 30-6-1956 and 21-9-1961,

Vide Ex. M/1 dated 16-10-1976 the Regional Manager addressed a letter to the Agent of the Bank. Akola, that the management has decided to promote Shri N. S. Patharkar as a Special Assistant from 15-10-1976; that he was liable to be transferred to any of the Bank's Branches in the Region under the discretion of the Bank's management; that he will be paid a Special Allowance of Rs. 90/- per month with Dearness Allowance in terms of the Bipartite Settlement and that if the workman is agreeable to be promoted on the aforesaid conditions the Regional Office Management be informed accordingly. The Branch Agent at Akola there upon informed the workman about this proposal from the Regional Office.

4. In his reply Ex. M/2 the workman, Shri N. S. Patharkar, placed certain difficulty before the management resulting from his transfer from Akola to the Karanja Branch and requested that he may be posted at Akola on the post of promotion. It appears that the management did not agree to the request made in Ex. M/2 and on 30-11-1977 addressed a letter (Ex. M/3) to the other workman, Shri P. K. Khanzode and offered him the said post of Special Assistant at Karanja Branch with the same Dearness Allowance which were offered to Shri N. S. Patharkar. Vide Ex. M/4 Shri P. K. Khanzode also expressed his difficulties about being transferred on promotion to Karanja and requested for promotion and posting in the Akola Branch. Thereafter vide Ex. M/5 Shri Khanzode regretted his inability to accept the promotion involving his transfer from Akola to Karanja. The Management thereafter vide Ex. M/16 dated 21-2-1979 offered the post of Special Assistant with the same allowances etc. at Akola itself to Shri S. R. Soman till the time some understanding was to be reached between the office bearers of the Unions of the All India Bank of Baroda Employees' Federation and the management. The result was that instead of the first two workmen Shri S. R. Soman was promoted as a Special Assistant in the Akola Branch itself and the other two workmen were not promoted and posted at Akola.

5. The claim of the workman now put forward through the Union's representative is that there was a post vacant at Akola; that both on the basis of pay and allowances on 16-10-1976 as also on the basis of the first date of appointment Shri Patharkar was the senior most, next to him was Shri Khanzode and Shri Soman was the junior most amongst all of them. It is further contended that though both Shri Patharkar and Shri Khanzode were agreeable to work on the post of promotion in the Akola Branch and had regretted their inability to go on transfer to the Karanja Branch, the management by showing a favour to the junior most workman offered the same post of promotion to him and ignored the claim of the other two senior workmen. Refusal of promotion to the first two seniors and promotion of the comparatively a junior workman is the main grievance of the workman in this case. A prayer is accordingly made that the action of the management in promoting Shri S. R. Soman be declared as unjustified and the management be further directed to promote in the order of seniority and not in the manner in which it has been done in this case.

6. The claim of the management is that the first two workmen viz. S/Shri Patharkar and Khanzode were offered the post of promotion subject to their willingness on transfer from Akola to Karanja; that these offers were not accepted by both the workmen as they were not willing to move on transfer; that subsequently there was an agreement between the office bearers of the All India Bank of Baroda Employees' Federation and Management, according to which Shri S. R. Soman was promoted and posted at Akola itself till the time some understanding was to be reached regarding posting of office bearers of the Union. It is further contended that promotions and postings are managerial functions and are within the discretionary powers of the management; that on merits the post of promotion was offered to both the workmen which they did not accept; that because of the refusal by these two workmen the management had no choice but to offer the same post to the next man in order of seniority; that the posting of Shri Soman at Akola was not done as a matter of favour etc. but because of some agreement with the All India Bank of Baroda Employees' Federation which was come to an understanding regarding the postings and transfers of office bearers of the Union and that the claim made by these two workmen cannot, in the aforesaid circumstances, be accepted.

7. It is also contended by the management that the Union which has sponsored the present dispute is not the representative Union of the workmen; that there was another Union known as the All India Bank of Baroda Employees' Federation, according to an agreement with which Shri Soman was promoted and posted at Akola and that because of this agreement the claim made by the workman cannot be accepted.

8. In the rejoinders filed by both the parties the facts as already referred to above are repeated and no further grounds, either in the form of an attack or defence, have been raised.

9. On these respective contentions of both the parties, the following issues were framed on 26th September, 1980:—

#### Issues

1. Whether Shri Soman was promoted by the management in violation of para 529 of the Sastri Award?
2. Whether Shri Patharkar and Shri Khanzode and Shri Khedkar were offered the post of Special Assistant by the management and whether they declined the said offer of promotion?
3. Whether the Union has no locus-standi to raise this dispute?
4. Relief and costs?

Again on 17th February, 1981 the following further issues were framed by my predecessor:—

Issue framed on 17-2-1981.

1. Whether the Union has no Locus Standi to raise this dispute, it being a minority Union?
2. Whether the workmen have not authorised the Union to raise the industrial dispute on their behalf?
3. (a) Whether the dispute regarding promotion is incapable of being referred to this Tribunal as an industrial dispute?  
(b) If so, whether this Tribunal has jurisdiction to decide the present dispute?

10. In support of their respective contentions the parties have filed documentary evidence only. As Inspite of opportunities being given the parties did not adduce any oral evidence. Therefore evidence was closed and the case was reserved for award.

11. Though the aforesaid issues were framed by my predecessor on two different dates yet in view of the fact that besides the documentary evidence no oral evidence has been given by the parties I feel that the aforesaid issues should be deleted and the award should be given on the following issues which, in my opinion, are the only issues which arise for decision:—

#### ISSUES

1. Whether the management of the Bank of Baroda in appointing by way of promotion Shri S.R. Soman as a Special Assistant with retrospective from 16th October, 1976, superseding Shri N. S. Patharkar and Shri P. K. Khanzode, was justified?
2. If not, to what relief are Shri N. S. Patharkar and Shri P. K. Khanzode entitled to?

12. My findings on the aforesaid issues are as under:—

Issue No. 1.—The appointment by way of promotion of Shri S. R. Soman as a Special Assistant with retrospective effect from 16-10-1976 superseding Shri N. S. Patharkar and Shri P. K. Khanzode by the management of the Bank of Baroda, Nagpur Region, was not at all justified.

Issue No. 2—Shri N. S. Patharkar and in the event of his declining to accept the appointment on promotion on the post of Special Assistant Shri P. K. Khanzode is entitled to be promoted as a Special Assistant as per order passed below

Reasons for the above findings

13 Issue No. 1—Ex M/1 is the letter addressed by the Regional Manager of the Bank to its Agent at the Akola Branch. By this letter it was intimated that it was decided to promote Shri N. S. Patharkar as a Special Assistant with effect from 15th October 1976 subject to the terms and conditions laid therein. The Agent appears to have brought this letter to the notice of the workman Shri Patharkar, who vide letter Ex M/2 expressed certain difficulties about his posting at Karanja. The management vide Ex M/3 dated 30th November 1977 offered the same post of Special Assistant to Shri P. K. Khanzode who also vide his letter Ex M/4 expressed his difficulties for being posted away from Akola. It appears that another letter was issued to Shri Patharkar but again on 10.2.1978 by a letter Ex M/5 he expressed his inability to go on promotion on transfer. Lastly, the management vide a private and confidential letter Ex M/6 dated 21st February, 1979 informed Shri S. R. Soman that the management has decided to promote him as a Special Assistant on probation of six months on the terms and conditions stated therein. It was also stated that though his services were liable to be transferred to any of the branches in the region but he was being retained at Akola after his promotion as a Special Assistant till the time understanding was to be reached regarding postings of office bearers of the union with All India Bank of Baroda Employees Federation. It was in accordance with this private and confidential letter addressed to Shri S. R. Soman that the question of promotion to the post of Special Assistant which was pending from October 1976 was decided by this letter dated 21st February 1979.

14 From the documents referred to above as also from the statements of the parties it is clear that there was a vacancy at the Akola Branch which was filled in by the letter Ex M/6 dated 21st February 1979. There is no material on record to indicate as to whether such a vacancy did or did not exist at Akola when the post of Special Assistant was offered first to Shri Patharkar and then to Shri Khanzode. In the letters addressed to them it was, however, stated that the vacancy was to be filled up at the Karanja Branch and not at the Akola. For going to Karanja both the workmen had expressed their unwillingness. If some workmen from the region other than these two workmen had been promoted and posted at Karanja neither of these two workmen could have had any grievance about such appointment on promotion. It appears that consequent upon the unwillingness expressed by these two workmen the post of Special Assistant at Karanja was either kept vacant or filled in by some other appointment. However, neither party has given any evidence on this question.

15 The dispute appears to have arisen only when Shri S. R. Soman who was admittedly junior to both of these workmen was in February 1979 promoted to the post of Special Assistant and posted at Akola itself. Before appointing Shri Soman on promotion as a Special Assistant at Akola the management does not appear to have made any enquiry from these two workmen. The enquiry was necessary more particularly in view of the fact that as early as in October 1976 the post was offered but the offer was not accepted as it involved their transfer from Akola to Karanja. When the post was to be filled up at Akola itself there was neither any reason nor any justification for not offering the same post to these two senior workmen in order of their seniority. The management contends that because of an understanding on 19-2-1979 arrived at a meeting between the management of the Bank and representatives of the Bank of Baroda Employees Union and All India Bank of Baroda Employees Federation that it was decided to promote Shri Soman as a Special Assistant with retrospective effect from 16-10-1976. A copy of the minutes of the meeting between the management and the union representatives dated 19-2-1979 (now marked Ex M/9) has been filed in this case. A perusal of this will show that the representative of the management and the office bearers of the two unions agreed for the promotion of

Shri S. R. Soman on 19-2-1979 and that too with retrospective effect from 16-10-1976. The minutes are conspicuously silent about the offer made by the management earlier in 1976 to Shri Patharkar and Shri Khanzode, as also about the difficulties expressed by them for being posted away from Akola. The agreement which the representative of the management and the two unions appears to have been arrived at without all the facts and circumstances being put before the meeting when Shri Soman was to be promoted and posted at Akola itself when the claims of these two workmen who were first to be offered the post of promotion could not have been ignored and if the claim has been ignored and an unjust decision has been taken the same cannot in any way prejudice the claim of these two workmen. It would have been fair, reasonable and just on the part of the management to disclose at the aforesaid meeting that the post was offered to these two workmen not at Akola but at some other Branch. It would similarly have been just, fair and proper that in this meeting the claims of the two workmen were considered when an appointment on promotion and posting was to be made at Akola only. Accordingly, in my opinion, the promotion which the Bank's management granted to Shri S. R. Soman vide their letter Ex M/6 dated 21st February 1979 was totally unfair and unjust.

16 Issue No. 2—Having come to the conclusion that the promotion of Shri S. R. Soman to the post of Special Assistant at Akola vide Ex M/6 by superseding the claims of Shri N. S. Patharkar and Shri P. K. Khanzode was unjustified unfair and improper the only conclusion that can be drawn is that the management was not at all justified in granting the promotion and permitting Shri S. R. Soman to be posted at Akola. When the appointment and posting on promotion was to be made at Akola itself these two workmen viz Shri N. S. Patharkar and Shri P. K. Khanzode could not and should not have been superseded. In the circumstances of the case as discussed above, the appointment on promotion of Special Assistant and posting at Akola should have been firstly in favour of Shri N. S. Patharkar and in the event of his declining to accept this appointment on promotion at Akola the same should have been made in favour of the other workman Shri P. K. Khanzode. In no circumstances the claims of these two workmen could be ignored in the manner they have been ignored in this case.

17 Accordingly for the reasons given above, the following award is passed—

- (1) That the appointment on promotion as Special Assistant of Shri Shri S. R. Soman by the letter Ex M/6 dated 21st February 1979 with retrospective effect from 16-10-1976 and his posting at Akola by the management of the Bank of Baroda was totally unfair and unjust and is hereby set aside.
- (2) That the supersession of Shri N. S. Patharkar and P. K. Khanzode while making the appointment of Shri S. R. Soman with effect from 16-10-1976 as Special Assistant at Akola was also unfair and unjustified.
- (3) That the management of the Bank of Baroda Nagpur Region shall appoint Shri N. S. Patharkar and in the event of his refusal Shri P. K. Khanzode as a Special Assistant in the Akola Branch with effect from 16-10-76 with all consequential benefits.
- (4) That this award shall not in any way debar the management from transferring either Shri Patharkar or Shri Khanzode after their appointment, as the case may be from Akola to any other place in case such transfer is necessary for the sake of administrative convenience.

In the circumstances of the case I direct that the parties will bear their own costs.

S. R. VYAS, Presiding Officer

[No L-12011/52/79-D II (A) ]

**S.O. 3412.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the management of Citibank, Calcutta and their workmen, which was received by the Central Government on the 4th September, 1982.

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,  
CALCUTTA**

**Reference No. 21 of 1980**

**PARTIES :**

The Management of Citibank, Calcutta

**AND**

Their Workmen

**APPEARANCES :**

On behalf of Management—Mr. R. N. Jhunjhunwala, Advocate with Mr. Bharat Jaipeshkar, An Officer of the Bank.

On behalf of Workmen—Mr. Tapan Krishna Bose, Secretary of the Union.

**STATE :** West Bengal

**INDUSTRY :** Banking

**AWARD**

By Order No. L-12011/1/80-D.II(A) dated 3 April 1980 the Government of India, Ministry of Labour referred the following dispute to this tribunal for adjudication :

"Whether the action of the management of Citibank, N.A., Calcutta-16 in relation to their branch at 43-Chowringhee Road, "Tata Centre" Calcutta-16 in reducing the working strength of workmen in the said branch with effect from July 16, 1979 is justified ? If not, to what relief are the workmen concerned entitled ?"

2. This reference was stayed by the Hon'ble High Court at Calcutta on the prayer of the management of the Bank. The parties however mutually settled the dispute during the pendency of the reference at the High Court and prayed the Hon'ble High Court on 16th June, 1982 and obtained a consent order a copy of which has been filed along with the petition of compromise. In view of the facts stated in the joint petition I pass an Award in terms of the prayer of the joint petition which is annexed hereto as Annexure 'A' and from part of this award.

Dated, Calcutta,  
The 12th August, 1982.

M. P. SINGH, Presiding Officer

**ANNEXURE 'A'**

**BEFORE THE CENTRAL GOVT. INDUSTRIAL  
TRIBUNAL CALCUTTA**

**Ref. No. 1 of 1980**

Citibank N.A.

**Vs.**

Their Workmen

Joint Petition of the Management of Citibank N.A. and their Workmen

Most Respectfully Sheweth :—

1. The parties herein have reached a mutual understanding and arrived at a settlement and/or compromise in so far as the matters in dispute between them involved in the above reference is concerned and as such they want that the present reference should not be proceeded with and/or should be treated as dropped and/or closed.

695 GI/82—12

2. That as the Management of Citibank N.A. have filed a writ petition in the Hon'ble High Court at Calcutta challenging the validity and/or legality of the above reference being Matter No. 1734 of 1980 (Citibank N.A.-Vs.-Union of India & Ors.) where order regarding some stay of the proceedings in the above reference has been passed by the Hon'ble High Court at Calcutta, the parties moved the Hon'ble High Court at Calcutta and obtained consent order dated 16th June 1982 as per signed copy of the minutes thereof annexed hereto and marked 'A'.

By and under the said order dated 15th June 1982 His Lordship the Hon'ble Mr. Justice P. C. Borooah has been pleased to give liberty to the Learned Tribunal to deal with, hear and dispose of application or applications already filed or which may be filed by either of the parties to the reference separately or jointly. Accordingly, this application is being filed with prayer that the above reference be treated as dropped and/or closed and/or withdrawn.

4. This application is made bonafide and in the interest of justice.

In the circumstances your petitioners most respectfully pray that this Learned Tribunal may graciously be pleased to pass an order regarding mutual compromise and/or settlement of the dispute being the subject matter of the above reference by and between the parties and treating the reference as closed and/or dropped and to treat the file as closed and to pass such other orders as the Learned Tribunal may deem fit and proper.

And for this act of kindness your petitioners as in duty bound shall ever pray.

Sd/-

**BHARAT BALWANT RAO SARPESHKAR**

**BHARAT SARPESHKAR**

Sd/-

**TAPAN KRISHNA BOSE**

I, **BHARAT SARPESHKAR** of Citibank N. A. do hereby solemnly affirm and say that the statements contained in paragraph 1 to 3 of the foregoing petition are true to my knowledge and those contained in paragraph 4 thereof are my humble submissions to this Learned Tribunal.

**SOLEMNLY AFFIRMED** by the said

**BHARAT SARPESHKAR**

Sd/-

**BHARAT SARPESHKAR**

I, **TAPAN KRISHNA BOSE**, being the Secretary of the First National City Bank Employees' Association, do hereby solemnly affirm and say that the statements contained in paragraph 1 to 3 of the foregoing petition are true to my knowledge and those contained in paragraph 4 thereof are my humble submissions to this Learned Tribunal.

**SOLEMNLY AFFIRMED** by the said

**Tapan Krishna Bose.**

Sd/-

**Tapan Krishna Bose**

Matter No. 1734 of 1980

**IN THE HIGH COURT AT CALCUTTA**

Constitutional Writ Jurisdiction

Original Side

**PRESENT :**

The Hon'ble Mr. Justice

P. C. Borooah.

June 16, 1982.

Citibank N. A. & Anr.

—Vs—

Union of India & Ors.

The Court :—The order dated the 12th day of September 1980 is modified to the following extent :—

The respondent Central Government Industrial Tribunal will be at liberty to deal with, hear and dispose of application or applications already filed or which may be filed by either of the parties to the Reference separately or jointly and pass such order thereon, as the said respondent

Central Government Industrial Tribunal thinks fit and proper.

All parties including the said respondent Central Government Industrial Tribunal to act on a signed copy minutes of this order subject to the usual undertaking.

[No. L-12011(1)/80-D.II(A)]

N. K. VERMA, Desk Officer

New Delhi, the 8th September, 1982

**S.O. 3413.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Ahmedabad in the industrial dispute between the employers in relation to the management of Oil and Natural Gas Commission regional office, Baroda and their workmen, which was received by the Central Government on 26th August, 1982.

**BEFORE SHRI G. S. BAROT, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT  
AHMEDABAD**

**Reference (ITC) No. 6 of 1980**

**ADJUDICATION**

**BETWEEN**

Management of Oil & Natural Gas Commission, Baroda  
First Party

**AND**

Their workmen ..Second Party  
In the matter of termination of services of Shri L. R. Jadav.

**APPEARANCES :**

Shri M. J. Sheth, Advocate—for the First Party &  
Shri P. S. CHARI, Advocate with Shri L. R. Jadav  
in person—for the Second Party.

**STATE :** Gujarat.

**AWARD**

This is a reference made by the Government of India, Ministry of Labour, constituting Shri R. C. Israri as Presiding Officer of the Industrial Tribunal with headquarters at Ahmedabad, in exercise of the powers conferred by S.7A and clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947. The reference is made by the Central Government Order No. L-30012/1/80-D.III.B dated 25-7-80. This reference has been now transferred to me by Ministry of Labour, Government of India's Order No. S-11025(5)/80-D.IV(B) dt. 19-12-80. The dispute which is referred for adjudication as is stated in the Schedule to the order of reference and it reads as under :—

"Whether the action of the management of Oil & Natural Gas Commission regional office, Baroda in terminating the services of Shri L. R. Jadav with effect from 16th May, 1978 is legal and justified. If not, to what relief is the workman entitled?"

2. Both the parties had filed their respective statements. The matter was being fixed for hearing from time to time but was being adjourned in order to enable the parties to come to an amicable settlement. I am glad to know that the parties have finally settled the matter and have filed the terms of settlement at ex.4, requesting me to make as award in terms thereof. The settlement is signed by both the parties including the concerned workmen Shri L. R. Jadav. I also find the terms of the settlement to be fair and reasonable and in the interest of the workman and the industrial peace at large. I, therefore, take the settlement on record at ex.4 and make award in terms thereof which is annexed hereto and marked Annexure 'A'. No order as to costs.

Ahmedabad :

Dt. 9th August, 1982.

Sd/-

G. S. BAROT, Presiding Officer.

**ANNEXURE 'A'**

**BEFORE SHRI G. S. BAROT, HON'BLE INDUSTRIAL  
TRIBUNAL AT AHMEDABAD**

**Reference (ITC) No. 6 of 1980**

**BETWEEN**

Oil & Natural Gas Commission.

**AND**

The workmen employed under it.

In the matter of reinstatement of Shri L. R. Jadav.

The parties hereto have arrived at an amicable settlement and submit the Hon'ble Tribunal to make an award in terms hereunder :

**Terms of Settlement**

1. Without prejudice to the stand taken by the parties, and in order to arrive at settlement amicably, both the parties without going into the merits of the case, hereby agree as follows :

The management agrees to give employment as Helper Grade III afresh to the workman concerned on regular basis.

3. In view of this, the workman concerned agrees to withdraw the pending dispute from the Industrial Tribunal. The above settlement is in full and final settlement of the claim of the individual concerned and there after no claim of whatsoever nature relating to the above dispute shall survive.  
Ahmedabad  
9-8-1982

Sd/- illegible

Sd/-

Advocate for workman

Sd/-

Advocate for Oil & Natural  
Gas Commission.

Mansuri  
77882/

[No. L-30012/1/80-D.III(B)]

**KANWAR RAJINDER SINGH, Under Secy.**

New Delhi, the 15th September, 1982

**S.O. 3414.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal Jabalpur, in the industrial dispute between the employers in relation to the management of Western Coalfields Limited, Pench Area and their workmen, which was received by the Central Government on the 8th September 1982.

**BEFORE JUSTICE SHRI S. R. VYAS (RETD.) PRESI-  
DING OFFICER, CENTRAL GOVERNMENT INDUS-  
TRIAL TRIBUNAL-CUM-LABOUR COURT, 724 NAPIER  
TOWN, JABALPUR (M. P.)**

**Case No. CGIT/LC(R)(41)/1982**

**PARTIES :**

Employers in relation to the management of Western Coalfields Limited, Pench Area, District Chhindwara (M.P.) and their workman, Shri S. R. Verma represented through the M.O.P.R.K.K.M. Sangh (INTUC) Chandametta, Post office Parasia, District Chhindwara (M.P.)

**APPEARANCES :**

For Workman—Shri S. S. Bharadwaj.

For Management—Shri P. S. Nair, Advocate.

**INDUSTRY :** Coal **DISTRICT :** Chhindwara (M.P.)

Dated the 25th August, 1982

**AWARD**

This is a reference made by the Government of India in the Ministry of Labour for the adjudication of the following dispute by this Tribunal, vide Notification No. L-22012(7)/82-D.IV(B) Dated 15th June, 1982 :—

"Whether the action of the management of Western Coalfields Limited Pench Area in relation to their Barkui Hospital, in not regularising Shri S. R. Verma as Store-Keeper in clerical grade I is justified? If not, to what relief is the workman entitled and with effect from what date?"

2. In this case the dispute between the parties was with regard to the claim of the workman, Shri S. R. Verma, for regularisation as a Store-Keeper in Clerical Grade I in the Barkui Hospital under the management of the Western Coalfields Limited, Pench Area.

3. After the order of reference was received notices were issued to both the parties for filing their respective statement of claims. However, parties despite service of notices on them did not file any statement.

4. On behalf of the management an application was filed on 26-7-1982 for time to file the statement on the grounds that efforts were in progress to arrive at a settlement of the dispute between the parties. As this application was received after the case was reserved for award on 16-7-1982 the award was reserved.

5. Subsequently on 18-8-1982 a joint application was received from both the parties intimating that a mutually agreed settlement has been arrived at between the parties with regard to the dispute under reference. Parties also filed a duly signed settlement according to which the workman, Shri S. R. Verma, was to be promoted/regularised from Clerical Grade II to Clerical Grade I with effect from 1-1-1982 and designated as a Store-keeper. The relevant terms of the settlement are as follows :—

1. Shri S. R. Verma, Store Clerk, Clerical Gr. II of Hospital shall be promoted/regularised from Clerical Gr. II to Clerical Gr. I with effect from 1st January, 1982 and designated as Store Keeper.
2. Shri S. R. Verma shall continue to perform the duties as before.
3. The Union agrees to give up any other claims in respect of Shri S. R. Verma except the item No. 1 and agrees not to raise any dispute in respect of the above case.
4. The parties agree to file this settlement before the Presiding Officer CGIT Jabalpur with a request to give its award in terms of settlement.
5. The terms of the settlement shall be implemented by the management within 30 days of the publication of the award.

6. Both the parties were heard on 20-8-82 on the application as also on the settlement arrived at between the parties. Both parties admitted that the dispute has been settled to the satisfaction of both on the terms and conditions set forth in the settlement. The award was accordingly reserved.

7. From the terms and conditions set forth in the settlement appears that the management has agreed to regularise/promote the workman, Shri S. R. Verma, from Clerical Grade II to Clerical Grade I with effect from 1-1-1982 and designate him as a Store Keeper. The settlement is to be implemented within 30 days of the publication of the award. On account of the promised promotion/regularisation the workman is satisfied. The settlement appears to be fair and to the satisfaction of the claims of both the parties. I, therefore, accept the settlement and pass the following award as agreed to by the parties :—

1. Shri S. R. Verma, Store Clerk, Clerical Gr. II of Barkui Hospital shall be promoted/regularised from Clerical Gr. II to Clerical Gr. I with effect from 1-1-82 and designated as Store Keeper.
2. Shri S. R. Verma shall continue to perform the duties as before.
3. The Union will not raise any other dispute in respect of Shri S. R. Verma, except the item No. 1 above.

4. The terms of the settlement shall be implemented by the management within 30 days of the publication of the award.

In view of the fact that the parties have settled the dispute mutually there will be no order as to costs.

Dated 25-8-82

S. R. VYAS, Presiding Officer  
[No. L-2201(7)/82-D.IV(B)]

New Delhi, the 13th September, 1982

**S.O. 3415**.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal Jabalpur, in the industrial dispute between the employers in relation to the management of Rajpur Colliery of W. C. Ltd. and their workmen, which was received by the Central Government on the 6th September, 1982.

**BEFORE JUSTICE SHRI S.R. VYAS (Retd.) PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (M.P.)**

**CASE NO. CGIT/LC(R)(7)/1982**

**PARTIES :**

Employers in relation to the management of Rajpur Colliery of Western Coalfields Limited, Chandrapur (M.S.) and their workman, Shri Maroti Shrawan, General Mazdoor, represented through the Samyukta Khadan Mazdoor Sangh, Wardha Valley Area, Colliery Road, Ballarpur, District Chandrapur (M.S.)

**APPEARANCES :**

For Workman—Shri Surendra Singh, General Secretary.  
For Management—S/Shri P.S. Nair and Rajendra Menon, Advocates.

**INDUSTRY : Coal      DISTRICT : Chandrapur (M.S.)**

**AWARD**

By Notification No. L-18012(11)/81-D.IV(B) dated 20th January, 1982, Government of India in the Ministry of Labour has referred the following dispute to this Tribunal for adjudication :—

"Whether the action of the management of Rajpur Colliery of W. C. Ltd., P.O. Rajpur, District Chandrapur in dismissing Shri Maroti Shrawan, General Mazdoor with effect from 22-3-81 is justified? If not, to what relief is he entitled?"

2. Briefly stated the facts material for the disposal of this reference are these. The dispute between the parties was with regard to the justification or otherwise of an order of dismissal passed by the management of Rajpur Colliery of M/s Western Coalfields Limited, P.O. Rajpur, District Chandrapur with effect from 22-3-1981.

3. The claim of the workman was that while in service with the management of the Ballarpur Colliery he sustained serious injury in 1973 for which he had to be hospitalised for three years. After he was discharged he was allotted light duties of a Peon. In the year 1976 some residential quarters were constructed by the management and he, with the permission of the Personnel Officer, occupied one of the residential quarters. The question of occupation of the quarter was the subject of a charge-sheet served against him and he was dismissed. However, he was reinstated and again a light job at the Majri Colliery as a General Mazdoor was given. However, though he was working as a Chowkidar yet he was not regularised on that post. He was thereafter harassed by the management and finally dismissed. The



workman Union, therefore, took up this case about the validity of the order of dismissal which has given rise to this reference.

4. The management's case is that there was a properly held enquiry against the workman; that the workman was found guilty and that the order of dismissal was fully justified.

5. Rejoinders were filed by both the parties in respect of their statements of claims. Issues were framed and evidence was recorded of both the parties. The case was reserved for award on 22-7-82.

6. Before the dispute under reference could be adjudicated upon on merits the workman's Union forwarded an application dated 5-8-1982 by post intimating that the dispute between the parties has been fully settled. Along with this application the settlement incorporating the terms on which it has been arrived at (both in English as also in Hindi) was enclosed. According to this settlement the workman has to be reinstated as a General Mazdoor in the Colliery of the Wardha Valley Area on his reporting for duty on 7th August, 1982. It is further agreed that for the period from the date of his dismissal to the date of his reporting for duty he shall not be entitled to any wages, bonus or any monetary benefits.

7. This settlement is said to have been arrived at by mutual negotiations and to the satisfaction of both the parties. The settlement appears to be fair and reasonable. Consequently, I do not find any reason not to accept the same. Accordingly as agreed to by the parties following award is given on the basis of the settlement arrived between the parties. English copy of the settlement, shall be a part of this award as Annexure I.

#### ORDER :

1. Shri Maruti Shrawan, workman concerned, will be reinstated as General Mazdoor and he shall be posted in any colliery of Wardha Valley Area.
2. He shall report for duty latest by 7th August, 1982.
3. During the period from the date of his dismissal to the date of his reporting for duty Shri Maruti Shrawan shall not be entitled to any wages, bonus or any monetary benefits in respect of this case.
4. As the dispute has been settled amicably between the parties there will be no order as to costs.

S. R. VYAS, Presiding Officer

Case No. CGIT/LC(R)(7)/82

#### ANNEXURE I

#### MEMORANDUM OF SETTLEMENT ARRIVED AT ON 1-8-82 BETWEEN THE REPRESENTATIVES OF THE MANAGEMENT OF RAJUA COLLIERY AND THEIR WORKMEN REPRESENTED BY SANYUKTA KHADAN MAZDOOR SANGH

##### Representing Management :

- (1) Shri V. L. Jain  
Sub-Area Manager (SAI)

##### Representing Union :

- (1) Shri Surendra Singh  
General Secretary,  
Sanyukta Khadan Mazdoor Sangh.
- (2) Shri Lallu Prasad Mishra  
Jt. Secretary,  
Sanyukta Khadan Mazdoor Sangh.

In the Co-ordination Meeting held on 1-8-82 Management of Western Coalfields Limited and Sanyukta Khadan Mazdoor Sangh, the Union representative requested for reinstatement of Shri Maruti Shrawan and suggested settlement of the Case No. 7/82 pending before the Central Government Industrial Tribunal, Jabalpur, on the following terms. The settlement is arrived at a gesture of goodwill between the union and the management.

#### TERMS OF SETTLEMENT

- (i) Shri Maruti Shrawan will be reinstated as General Mazdoor and he shall be posted in any colliery of Wardha Valley Area.
- (ii) He should report for duty latest by 7th August, 1982.
- (iii) The period from the date of his dismissal to the date he reports for duty, he shall not be entitled to any wages, bonus or any monetary benefits.
- (iv) The copy of the Agreement shall be submitted to the Central Government Industrial Tribunal Jabalpur for giving award in terms of this settlement.

This is full and final judgement of this case.

##### Representing Management

Sd/-Shri V. L. Jain  
Sub-Area Manager,  
Sub-Area No. I

##### Representing Union

Sd/-Shri Surendra Singh

- (1) General Secretary,  
Sanyukta Khadan Mazdoor Sangh.
- (2) Sd/-Shri Lallu Prasad Mishra  
Jt. Secretary,  
Sanyukta Khadan Mazdoor Sangh.

#### WITNESSES :

Sd/-S. S. Rachhawar  
1st August, 1982

Sd/-Illegible 5/8.

#### PART OF AWARD

S

S. R. VYAS, Presiding Officer  
[No. I-18012/81/D-IV(

S.O. 3416.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur, in the industrial dispute between the employers in relation to the management of W. C. Ltd. Punch Area and their workmen, which was received by the Central Government on the 6th September 1982.

BEFORE JUSTICE SHRI S. R. VYAS (RETD.) PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (M. P.)

Case No. CGIT/LC(R)(60)/1980.

#### PARTIES :

Employers in relation to the Management of the Western Coalfields Limited, Punch Area, Post Office Parasia, District Chhindwara (M.P.) and 1 workman, Smt. K. B. Lance, Nurse, Barkul Hotel represented through the Bhartiya Koyla Kadan Mazdoor Sangh (BMS), P. O. Chandame District Chhindwara (M. P.).

#### APPEARANCES :

For Union—Shri S. S. Shakarwar, Advocate.  
For Management—Shri P. S. Nair, Advocate.

INDUSTRY : Coal DISTRICT : Chhindwara (M.P.)



## ORDER/AWARD

Dated the 3rd July, 1982

By Notification No. L-22012(13)/80-D.IV(B) dated 1st September, 1980 Government of India in the Ministry of Labour has referred the following dispute to this Tribunal. For adjudication :—

"Whether the action of the management of the Western Coalfields Limited, Punch Area, Parasia in relation to their Barkui Hospital, in dismissing Shrimati K. B. Lance, a permanent Nurse, from service with effect from 5th July, 1975, is justified? If not, to what relief is the said workman entitled?"

2. Briefly stated the facts giving rise to this reference are these : Smt. K. B. Lance, hereinafter referred to as the Nurse, was employed in the Barkui Hospital of the Western Coalfields Limited, Punch Area. Generally she besides discharging other duties, used to assist the Hospital Doctors while doing surgical operations of the patients. Dr. Mrs. Mehta was one of the Doctors employed in this hospital. On 7th April, 1975 there was some incident in which the Nurse is alleged to have misbehaved. She was charge-sheeted on 8th April, 75 and suspended. After the enquiry was conducted under the orders of the management of the Hospital her suspension for a couple of days was confirmed and she was issued a warning. She was later on taken back on duty.

3. Again on 26th April, 1975 there was another incident in the Operation Theatre of the Hospital. One patient was brought to the Operation Theatre for surgical operation. The patient was put on the operation table and Doctor Mrs. Mishra was to operate the patient. The patient was said to have been suffering from partial abortion. Soon after the operation was started the patient started bleeding profusely. Dr. Mrs. Mishra asked the Ward Boy, Shri Ramoo, to send for some other Doctors as the patient continued to bleed profusely. Some Doctors, including the Chief Medical Officer, came and helped Dr. Mrs. Mishra to complete the operation. The patient was then operated. So far as these facts are concerned they are not disputed by the parties.

4. The management contends that while Dr. Mrs. Mishra was engaged in such a serious operation the Nurse started shouting on the top of her voice in which she alleged that all patients coming to the Hospital are on their way to hell; that without the help of a nursing sister how the operation theatre would be run; that each and every patient coming to the Operation Theatre is destined to die; that she recently has been charge-sheeted and every nursing sister in the hospital is jealous of her; the management further alleged that while the operation was in progress she interfered with the process of operation by making certain suggestions; that she also stated that she had a long experience as a Nurse and that she made similar utterances while the patient was struggling between life and death and the Doctors attending on her were doing their best to save her life by means of surgical operation.

5. In view of these allegedly unwarranted and untimely utterances the management received a complaint from Dr. Mrs. Mishra. In her complaint she alleged that the Nurse made undesirable and unwarranted interference with the surgical operation that she was conducting; that at a time when the Nurse should have extended a helping hand to the Dr., she entered in a vocal altercation with the Doctor and that it was only with the help of the other Doctors summoned on the spot; that the operation could be performed and the life of the patient could be saved.

6. The management accordingly served the charge-sheet Ex. M/8 giving all the details of the incidental and the utterances allegedly made by the Nurse. In her reply Ex. M/9 the Nurse stated that the charge-sheet has been issued to her only with a view to harass. She, however, did not reply to the specific allegations made against her in the charge-sheet.

7. The management accordingly appointed Shri B. P. Sinha as the Enquiry Officer (vide a letter dated 9th May, 1975). The Enquiry Officer issued notices to both the parties and conducted the enquiry. In the enquiry evidence of both the parties were taken. The Enquiry Officer then submitted a report Ex. M/11 and found that the Nurse was guilty of the various charges framed against her. After the notice of the enquiry report was served on the Nurse, She was, vide Ex. M/12 dated 5th July, 1975, dismissed from service by the Deputy Chief Mining Engineer.

8. After the dispute was referred to this Tribunal for adjudication notices were issued to both the parties to file their statements of claims. In their statement the management contended that the Nurse was already suspended and warned because of an incident which took place on 7-4-75; that again on 26-4-1975 the Nurse not only made undue interference in the surgical operation carried on by the Doctor but made unwarranted and uncalled for utterances while Dr. Mrs. Mishra was engaged in a very serious operation; that at a time when the nurse should have extended a helping hand to the Doctor she not only created an atmosphere of nervousness for the Doctor but for the patient also; that it was fortunate that other Doctors including the Chief Medical Officer rushed to the help of the Doctor and saved her life by resorting to the proper surgical process and that such a nurse who is guilty of such a misconduct was rightly dismissed from her service.

9. In the statement of claim made on her behalf by the Union representative, it is urged that the management issued a charge-sheet with an ulterior motive; that it was in the back ground of the prejudice in the mind of the Senior Medical Officer that the Nurse was charge-sheeted; that there was no validly conducted enquiry against the Nurse and that in any event considering the satisfactory service rendered by the Nurse the order of dismissal was not called for.

10. On the basis of the rival statements of claims filed by the parties the following issues were framed on 18-2-1981 :—

## ISSUES

1. Whether the workman Smt. Lance was a worker of mine or mining industry?
2. Whether the Tribunal has jurisdiction to adjudicate upon this dispute?
3. Whether the enquiry conducted by the management against Mrs. Lance was improper and illegal because of bias, perversity and non-observance of the principles of natural justice by the Enquiry Officer?
4. Whether the punishment awarded to the workman is disproportionate to the misconduct?
5. Relief and costs?

11. As per order of that date the first three issues were to be tried as preliminary issues. However, on 26-3-1981 the Union representative of the Nurse submitted that he does not challenge the procedure adopted during the enquiry but challenge only the findings submitted by the Enquiry Officer as erroneous and perverse. In view of this statement by the Union representative, the order stated, that it was not necessary to record the evidence about the legality or propriety of the enquiry and that the correctness of the enquiry can be seen from the record of the enquiry itself. Consequently, the management filed copies of the entire record of the enquiry. No oral evidence was given by either party.

12. At the present stage, the only point to be considered is whether the findings of the Enquiry Officer suffer from any infirmity of perversity, arbitrariness etc.

13. I have examined the record of enquiry and considered the evidence of the witnesses. In my opinion, the findings arrived at by the Enquiry Officer are neither perverse nor suffer from any other defect. My reasons for this conclusion are as follows.

14. Ex. M/8 is the charge-sheet served by the management upon the Nurse. It gives all the necessary facts in detail as regards the incident which took place in the operation theatre where Dr. Mrs. Mishra was engaged in operation of a female

patient. The Nurse was supposed to submit her detail reply to this charge-sheet but in her reply Ex. M/9 she made a two-line statement, that it was only with a view to harass her that she has been charge-sheeted. She did not deem it either proper or necessary to admit or deny the various allegations made against her in the charge-sheet. The charge-sheet mentions in detail the various utterances made by her while the Doctor was engaged in a surgical operation of a patient who was profusely bleeding. It is, therefore, apparent that at the stage of her reply to the charge sheet she had nothing to say to defend her. The Enquiry Officer, however, conducted the enquiry commencing from 11-6-1975. In the enquiry, statements of Dr. Mrs. Mishra, Dr. A. Lal, Dr. N. S. Mehta, Chief Medical Officer, the female patient Smt. Funda, Ramoo the Ward Boy, and of a Nurse were recorded. The management's witnesses were duly cross-examined by the Nurse. Statement of the Nurse was also recorded and thereafter the Enquiry Officer recorded his findings as per Ex. M/11. It is to be seen as to whether these findings are based on the duly recorded evidence during the enquiry.

15. Mainly the findings against the Nurse are that after the dialation and curetting operation was started at about 4.40 P.M. of a female patient by name Smt. Funda. She started bleeding profusely. Dr. Mrs. Mishra called Dr. A. Lal through the Ward Boy, Ramoo, to put up a drip. Dr. Lal came and did the needful as desired by Dr. Mrs. Mishra. The Patient, however, continued to bleed as before. More ampoules of petocin and Methergin were called from the Female Ward for the drip which was put by Dr. Lal; that at that time the Nurse who was present in the Operation Theatre did not assist the Doctor but shouted "all patients from the Burkui Hospital will go to hell; that there is the first case of a burst abdomen; that how a operation theatre would be run without a Nurse and sister; that each and every patient coming to the Operation Theatre would die; that all nursing sisters are jealous of her". While these utterances were made Dr. Mrs. Mishra summoned another Doctor in response to which Chief Medical Officer rushed to the Operation Theatre. At the time Dr. Mrs. Mishra was in the stage of nervousness and the patient was still bleeding. The Chief Medical Officer then immediately arranged for blood testing and grouping and when it was found that he was the only person who could donate his blood he donated his own blood to save the life of patient. While all this was going on the Nurse, according to the findings of the Enquiry Officer, shouted "when the patient is bleeding so much do not insert the curettra otherwise the patient would die; that let more petocin go into the blood with the help of the drip to enable the uterus to contract; that she has a long experience and standing of 18 years and had worked with senior Doctors and that the Chief Medical Officer should be sent for and that she would not assist."

16. A more perusal of the statement of Dr. Mrs. Mishra which gives a complete and detailed account of the entire incident shows that the findings arrived at by the Enquiry Officer are based on a reliable evidence. Dr. Mrs. Mishra was subjected to a regular cross-examination by the Nurse. In the cross-examination it was suggested that in the event of such a serious operation being carried on, the Nurse also has her own roll to assist and advise the Doctor; that in the event of such a delicate and serious operation the advice given by the experienced Nurse should be followed; and that it was because of lack of experience on the part of the Doctor that the operation was being carried in the face of profuse bleeding. However, in the cross-examination, it was not suggested to Dr. Mrs. Mishra that the Nurse did not make the aforesaid utterances which are attributed to her. The evidence given by Dr. Mrs. Mishra is also corroborated the evidence given by Smt. Funda, the patient. She has stated that while she was on the operation table the Nurse and the Doctor were engaged in oral altercation; that blood was donated to her by Dr. that if blood had not been donated she would not have survived and that while she was crying for help and the Doctors were engaged in a serious operation, the Nurse removed her gloves and kept herself away. The fact that the Chief Medical Officer, Dr. N. S. Mehta, had come after Dr. A. Lal had come for giving the drip is also borne out by the evidence given by these two Doctors.

17. It would thus be clear that the main findings arrived at by the Enquiry Officer are borne out from the evidence recorded during the enquiry. As stated above, the challenge to the legality of the procedure adopted at the enquiry was

given up. The only challenge left was with regard to the propriety and reasonableness of the findings arrived at by the Enquiry Officer. I have discussed the evidence of the main witnesses and considered the suggestions given to them in their cross-examination.

18. It may be that because of the experience which the Nurse had in the Operation Theatre she might have suggested to Dr. Mrs. Mishra that because of the continued and profuse bleeding the curettra should not be inserted before sufficient quantity of petocin has added through the drip received by the patient. But she would have stopped at this suggestion and should not have made the aforesaid utterances to make the situation from bad to worse. It is ultimately for the Surgeon conducting the operation to decide. The Surgeon has its own responsibility. In the instant case, no doubt the Dr. Mrs. Mishra was in a very delicate situation. She sent for Dr. Lal and then for the Chief Medical Officer. In any event Nurse had no business to about on the top of her voice and within the hearing of the serious patient saying that "patients coming there would either die or go to hell". The question about the propriety of such utterances will be considered at the appropriate stage but the present stage all that is to be seen is whether the findings of the Enquiry Officer are or not based on reliable evidence.

19. I have considered the evidence given in the enquiry and the findings arrived at thereon by the Enquiry Officer. I am clearly of the opinion that in this case the charges made against the Nurse were fully established by the evidence of Dr. Mrs. Mishra, Dr. Lal, Smt. Funda and the Chief Medical Officer. Accordingly, in my opinion, the Enquiry Officer was justified in building the charge-sheet Ex M/8, as proved against the Nurse.

20. Having come to the conclusion that the findings of the Enquiry Officer do not suffer from any infirmity, the only question that survives for determination is which is covered by Issues Nos. 4 and 5. Both the parties will be heard on these issues on the next date.

S. R. VYAS, Presiding Officer

AWARD

Dated : August 27, 1982

21. Findings on Issue No. 4.—Having heard the learned Counsel for the parties on Issue Nos. 4 and 5 in the light of the findings given on Issue No. 3 on 3-7-1982 I have reached the conclusion that in this case the extreme penalty of dismissal from service imposed by the management on the workman, Srimati K. B. Lance, should be modified and the workman should be granted the relief of reinstatement on the last pay drawn by her without the benefit of payment of back wages and other allowances.

22. In this case it has been found that the workman, Smt. Lance, had behaved in a most undesirable manner at a time when the Doctor was attending to a serious case. As a Nurse her duty was to assist the Doctor so that she could perform operation to the best of her ability. Smt. Lance probably felt that as she had more experience in such cases she could give a bit of advice to the Doctor so that bleeding of the patient could be brought to a halt. She may have been very honest in her advice but the manner in which the advice was given showed that while giving her advice she uttered many words which were derogatory not only to the working of the hospital but also to the Doctor engaged in the operation. The Nurse should not have behaved in this manner and when she behaved in that manner she was liable to be dealt with for having behaved in that manner.

23. So far as the management is concerned the only evidence given by it is that even on a previous occasion there was an incident because of which the Nurse was warned. The order of dismissal was passed on 5-7-1975 and it is apparent that she is without a job for the last seven years. Loss of wages for such a long period is in my opinion, a sufficient deterrent punishment for the Nurse.

24. Having considered all the facts and circumstances of the case I think the Nurse should be given an opportunity to reform herself and give an account of more proper and orderly behaviour in future. I would, therefore, hold that

in this case the order of dismissal from service should be set aside and Smt. K. B. Lance, the Nurse in this case, should be reinstated by the management on the last pay drawn by her on the date of dismissal. For the period of suspension, if any, she will not draw more than the suspension allowance that may have been paid to her according to rules. The period from 5-7-1975 to the date of reinstatement shall be treated as no work no pay. However, her services from the date of first appointment to the date of reinstatement shall be treated as continuous except for the purposes of pay and other allowances which would have otherwise payable to her had she was not dismissed from service.

25. Issue No. 1 and 2.—In view of the statement made by the workman's Union representative on 26-3-1981 which has been referred to earlier in para 11 of this order, no arguments were advanced by either party on Issues No. 1 and 2. Issue No. 1 was framed on the plea taken by the management that the workman in this case was not a workman for the purposes of Industrial Disputes Act. Issue No. 2 was also raised on the plea taken by the management that the Tribunal had no jurisdiction to adjudicate upon this dispute. Neither any evidence was led by the parties nor any arguments advanced in respect of these issues. Accordingly these issues are answered against the management.

26. Issue No. 5.—Accordingly for the reasons given above, the order of dismissal passed by the management of Western Coalfields Limited, Panch Area, Parasia, in relation to their Barkui Hospital in dismissing Smt. K. B. Lance, a permanent Nurse, from service is hereby set aside. Instead the following order is passed :—

#### ORDER

- (a) The management of the Western Coal fields Limited, Panch Area, Parasia, in relation to their Barkui Hospital shall reinstate Smt. K. B. Lance on the post of Nurse from which she was dismissed.
- (b) On reinstatement Smt. K. B. Lance shall be paid the same pay and allowances which was payable to her on the date of dismissal.
- (c) In case Smt. Lance was in receipt of any suspension allowance during her suspension, if any, preceding the domestic enquiry she shall not be entitled to anything more than the suspension allowance already paid to her.
- (d) The period from 5-7-1976 to the date of reinstatement shall be treated as no work and no pay and allowances. However, this period shall not be treated as break in service and on reinstatement her services shall be treated as continuous for other purpose only.

An award is accordingly passed in favour of the workman Parties shall bear their own costs as incurred in these proceedings.

S. R. VYAS, Presiding Officer  
[No. L-22012/13/80-D.IV(B)]  
S. S. MEHTA, Desk Officer

New Delhi, the 20th September, 1982

S.O. 3417.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 1, Bombay, in the industrial dispute between the employers in relation to the Kandla Stevedores Association Ltd., Kandla and their workmen, which was received by the Central Government on the 3rd September, 1982.

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1 AT BOMBAY

##### PRESENT :

Justice M. D. Kamblis Esqr., Presiding Officer

Reference No. GCIT-2 of 1975

##### PARTIES :

Employers in relation to the Kandla Stevedores Association Limited, New Kandla

#### AND

##### Their Workmen

##### APPEARANCES :

For the Employers—Mr. K. M. Chakravarti, Secretary, Kandla Stevedores Association Ltd.

For the Kandla Stevedores and Dock Workers' Union—No appearance.

INDUSTRY : Ports & Docks.

STATE : Gujarat.

Bombay, dated the 21st day of August, 1982

#### AWARD

The Government of India, Ministry of Labour, by Order No. L. 37011/3/71-P&D dated the 9th March, 1972, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947, had referred to the Industrial Tribunal, Gujarat, Ahmedabad, for adjudication an industrial dispute between the employers in relation to the Kandla Stevedores Association Limited, New Kandla, and their workmen in respect of the matters specified in the schedule mentioned below. Subsequently, the Government of India, Ministry of Labour, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 and section 33B of the Industrial Disputes Act withdrew the proceedings in relation to the said dispute from the file of the Presiding Officer, Industrial Tribunal-Gujarat, Ahmedabad, and transferred the same to this Tribunal for adjudication under order No. L-37011/3/71-P&D/CMT/D.IV(A) dated 8th February, 1975.

#### SCHEDULE

"(1) Whether the Kandla Stevedores Association Limited, New Kandla is justified in not allowing the benefits of the recommendation of the Central Wages Board for Port and Dock Workers at Major Ports to the following workmen for the period 1st January, 1969 to 24th November, 1959- If not, to what relief are those workmen entitled?"

1. Shri Rishumal T. Virwani
2. Shri Rameshchandra Arora
3. Shrimati Vijayamma Damodaran
4. Shri Tharwardas K. K.
5. Shri Natwarlal L. Bhagiani
6. Shri Harish B. Rawal
7. Shri Ramesh M. Modi
8. Shri Valmik S.
9. Shri Kanyalal D. Vegad
10. Shri Ajitsingh B.
11. Shri Jagdish A. Thacker

(2) Whether the Kandla Stevedores Association Limited, New Kandla which is also the Administrative Body of the Kandla Dock Labour Board is justified in not giving continuity of service rendered by the workmen referred to above prior to the 25th November, 1969 and in not crediting the leave earned by them prior to 25th November, 1969 and/or not paying wages in lieu of the same? If not, to what relief are these workmen entitled?"

2. Both the parties remained absent on several times. Notices were ordered to be issued to both the parties to remain present before this Tribunal for hearing on 7-7-1982. In spite of these notices none of the parties remained present on 7-7-1982. Notices were thereafter sent again under certificate of posting requiring the parties to remain present on the date of hearing which was fixed on 6-8-1982. On that date, Mr. Chakravarti who is the Secretary of the Kandla Stevedores Association Limited remained present. None appeared on behalf of the Kandla Stevedores and

Dock Workers' Union (hereinafter referred to as the "Union") which espoused the cause of the 11 workmen. Mr. Chakravarti has filed his affidavit by way of evidence stating therein that they have paid the Wage Board differentials to all the workmen concerned in this reference, as per the recommendations of the Wage Board. He has affirmed that all the workmen concerned in this reference have been paid in full and final settlement of their dues. It appears from the record that the employer had asserted in their letter dated 13-2-1980 sent to this Tribunal that the workmen have been paid all their dues in full and final settlement of their claims against their employer. Even in the statement of claim filed by the Union on behalf of the workmen it was stated that a number of workmen have been paid some amounts, but the payment is not made properly and some of the workmen have not yet been paid their dues in final settlement of their claims. This statement of claim was filed on 8-7-1972. It appears from the record and also from the affidavit filed by Mr. Chakravarti for the employer that the dues of all the workmen have since been paid in full and final settlement of their claims. A xerox copy of the disbursement muster of payments made to the workmen has been placed on record. The original muster was brought at the time of hearing and was shown to the Tribunal. It does appear that the claim of the workmen referred to at serial No. (1) of the schedule in the order of reference has been satisfied.

3. So far as the claim at serial No. (2) of the schedule in the order of reference is concerned, Mr. Chakravarti for the employer stated in his affidavit as follows :

"I further say that the services of the above workmen have been taken over by the Administrative Body, Kandla Dock Labour Board, Kandla on 25-11-1969, who are the present employer of the said workmen and the present employer alone can grant them continuity of service. The Administrative Body has limited power and carries on day to day routine work of the Kandla Dock Labour Board and all the policy matters are being decided by the Kandla Dock Labour Board. I therefore say that only the Kandla Dock Labour Board can give them continuity of service. I therefore say that the demand No. 1 has already been settled and demand No. 2 is not in our hands"

4. The Union has not adduced any evidence to support the claim. On account of the absence of the Union on various dates fixed for hearing of this reference, it appears that the Union is not interested in prosecuting this reference. The averments, therefore, made by Mr. Chakravarti for the employer have to be accepted. For want of any material on the side of the Union to contradict what has been stated by Mr. Chakravarti, this reference will have to be rejected.

5. In the result, the reference is rejected No order as to costs.

Sd/-

M. D. KAMBLI, Presiding Officer  
[No. L 37011(3)/71-P&D/D-IV(A)]  
T. B. SITARAMAN, Desk Officer

### दिल्ली विकास प्राधिकरण

#### सार्वजनिक सूचना

नई दिल्ली, 25 सितम्बर, 1982

कां०आ० 3418.—केन्द्रीय सरकार दिल्ली मुख्य योजना में निम्नलिखित संशोधन करने का विचार कर रही है, एतद् द्वारा जिसे सार्वजनिक सूचना हेतु प्रकाशित किया जाता है। इन प्रस्तावित संशोधनों के सम्बन्ध में जिस किसी व्यक्ति को कोई आपत्ति या सुझाव देना हो तो वे अपने आपत्ति या सुझाव इस सूचना के 30 दिन के भीतर सचिव, दिल्ली विकास प्राधिकरण, विकास मीनार, इन्द्रप्रस्थ इस्टेट, नई दिल्ली के पास लिखित रूप में भेज दें। जो व्यक्ति अपनी आपत्ति या सुझाव दें, वे अपना नाम एवं पूरा पता लिखें।

#### संशोधन :

"क्षेत्र डी-9 (सेंट्रल विस्टा जोन) में स्थित लगभग 3.66 हेक्टर (9.09) एकड़ (क्षेत्र) (भूखण्ड सं०-115), जो पश्चिम में 36.57 मीटर चौड़े पंडित पंत मार्ग, दक्षिण-पूर्व में लोक सभा भवन, भूखण्ड तथा पूर्व में 60.96 मीटर चौड़े तालकटोरा मार्ग से घिरा है, का भूमि उपयोग "मनोरंजनात्मक" उपयोग से बदलकर (निर्माण एवं आवासीय, मंत्रालय, भारत सरकार की अधिसूचना सं० 21023/26/66/यू०डी०/1/2ए खण्ड-3 दिनांक 10-9-81 द्वारा अधिसूचित) "सरकारी एवं अर्धसरकारी कार्यालय" किया जाना प्रस्तावित है।"

[सं० एक-20(12)/79-एम०पी०]

### DELHI DEVELOPMENT AUTHORITY

#### PUBLIC NOTICE

New Delhi, the 25th September, 1982

S.O. 3418.—The following modification which the Central Government proposes to make to the Master Plan for Delhi are hereby published for public information. Any person having any objection or suggestion with respect to the proposed modification may send the objection or suggestion in writing to the Secretary, Delhi Development Authority Vikas Minar, Indraprastha Estate, New Delhi, within a period of thirty days from the date of this notice. The person making the objection or suggestion should also give his name and address :

#### MODIFICATION :

"The land use of the area, (Plot No. 115) measuring about 3.66 hect. (9.09 acres), falling in Zone D-9 (Central Vista Zone) bounded by 36.57 metres wide Pandit Pant Marg on the west, Lok Sabha Bhavan plot on the South east and 60.96 metres wide Talkatora Road on the east, is proposed to be changed from 'Recreational' use (notified vide Govt. of India, Ministry of Works & Housing notification No. 21023/26/66/UD/IIA Vol. III dated 10-9-1981) to 'Government and Semi-Government Offices.'"

[No. F. 20(12)79-MP.]

#### सार्वजनिक सूचना

कां०आ० 3419.—केन्द्रीय सरकार दिल्ली मुख्य योजना में निम्नलिखित संशोधन करने का विचार कर रही है, एतद् द्वारा जिसे सार्वजनिक सूचना हेतु प्रकाशित किया जाता है। इन प्रस्तावित संशोधनों के सम्बन्ध में जिस किसी व्यक्ति को कोई आपत्ति या सुझाव देना हो तो वे अपने आपत्ति या सुझाव इस सूचना के 30 दिन के भीतर सचिव, दिल्ली विकास प्राधिकरण, विकास मीनार, इन्द्रप्रस्थ इस्टेट, नई दिल्ली के पास लिखित रूप में भेज दें। जो व्यक्ति अपनी आपत्ति या सुझाव दें, वे अपना नाम एवं पूरा पता लिखें।

#### संशोधन :

(1) "क्षेत्र एक-2 के मुख्य योजना/क्षेत्रीय चित्र में "मनोरंजनात्मक प्रयोग" हेतु निर्दिष्ट भूमि, जो कि संत नगर के पश्चिम में स्थित है, (18.28 मीटर चौड़ी क्षेत्रीय मार्ग द्वारा पृथक् होती है) में से लगभग 1.77 हेक्टर (4.37 एकड़) क्षेत्र का भूमि उपयोग "मनोरंजनात्मक उपयोग" से बदलकर आवासीय उपयोग" किया जाना प्रस्तावित है।"

(2) "लगभग 1.86 हेक्टर (4.6 एकड़) क्षेत्र जो क्षेत्र एक-2 के मुख्य योजना/क्षेत्रीय विकास चित्र में "मनोरंजनात्मक उपयोग" हेतु निर्दिष्ट है और जो उत्तर और पूर्व में "आवासीय उपयोग" वाले क्षेत्र से (संत नगर), दक्षिण में 30.48 मीटर चौड़े मुख्य योजना मार्ग तथा "मनोरंजनात्मक उपयोग" वाले क्षेत्र

से और पश्चिम में 18.28 मीटर चौड़े क्षेत्रीय मार्ग से घिरा है, का भूमि उपयोग "आवासीय" से बदलकर "मनोरंजनात्मक (जिला पार्क, खेल के मैदान एवं खुले स्थल)" किया जाना प्रस्तावित है।"

2. उक्त अधिधि के दौरान गतिविधि को छोड़कर और सभी कार्यशील में दिल्ली विकास प्राधिकरण के कार्यालय विकास मीनार, इन्द्रप्रस्थ, नई दिल्ली में प्रस्तावित संशोधनों के चित्र निरीक्षण के लिए उप-उपस्थित होंगे।

[संख्या एक 20(14)/82-एमपी०]

#### PUBLIC NOTICE

**S.O. 3419.**—The following modifications which the Central Government proposes to make to the Master Plan for Delhi are hereby published for public information. Any person having any objection or suggestion with respect to the proposed modifications may send the objection or suggestion in writing to the Secretary, Delhi Development Authority, Vikas Minar, Indraprastha Estate, New Delhi, within a period of thirty days from the date of this notice. The person making the objection or suggestion should also give his name and address :—

#### MODIFICATIONS :

- (i) "The land use of an area measuring about 1.77 hectares (4.37 acres) out of the land earmarked for 'Recreational' use in the Master Plan/Zonal Plan for Zone F-2, located in the west of Sant Nagar (Segregated by 18.28 wide zonal road) is proposed to be changed from 'Recreational' use to 'residential use'.
- (ii) "Land use of an area, measuring about 1.86 hectares (4.6 acres) earmarked for 'Residential' use in the Master Plan/Zonal Development Plan of zone F-2 bounded by 'Residential' use (Sant Nagar) on the north and east, 3048 M. wide Master Plan Road and 'Recreational' use on the south and 18.28 wide Zonal Road on the west is proposed to be changed from 'residential use' to 'Recreational' (District Park, Play Ground and open spaces)".

2. The plans indicating the proposed modification will Authority, Vikas Minar, Indraprastha Estate, New Delhi on be available for inspection at the office of the Authority, Vikas Minar, Indraprastha Estate, New Delhi within a days except Saturday, within the period referred above. Dated.—25-9-1982.

[F. 20(14)/82-M.P.]

#### सार्वजनिक सूचना

का० आ० 3420.—केन्द्रीय सरकार दिल्ली मुख्य योजना में निम्नलिखित संशोधन करने का विचार कर रही है, एतद् द्वारा जिसे सार्वजनिक सूचना हेतु प्रकाशित किया जाता है। इन प्रस्तावित संशोधनों के संबंध में जिस किसी व्यक्ति को कोई आपत्ति या सुझाव देना हो तो वे अपने आपत्ति या सुझाव इस सूचना के 30 दिन के भीतर सचिव, दिल्ली विकास प्राधिकरण, विकास मीनार, इन्द्रप्रस्थ इस्टेट, नई दिल्ली के पास लिखित रूप में भेज दें। जो व्यक्ति अपनी आपत्ति या सुझाव दें, वे अपना नाम एवं पूरा पता लिखें।

संशोधन :

- (i) "मंडोली गांव के समीप स्थित लगभग 40 हेक्टर क्षेत्र, जिसके दक्षिण में मार्ग संख्या 63 (मार्गाधिकार 60 96 मीटर) उत्तर और पश्चिम में कृषि हरित क्षेत्र, गांव मण्डोली और पूर्व में उत्तर प्रदेश सीमा है, का भूमि उपयोग "कृषि हरित पट्टी। ग्रामीण उपयोग" से बदलकर "सार्वजनिक एवं अर्द्ध सार्वजनिक सुविधाएं" (जिला कारागार/पुलिस थाना) किया जाना प्रस्तावित है।"

- (ii) "लगभग 40 हेक्टर क्षेत्र, जो नरेला टाउनशिप के बाढ़ में दिल्ली से 27.10 कि.मी. से 28.10 कि.मी. के बीच में है और जिसके दक्षिण-पश्चिम में सम्भावित जमीन रेलवे लाइन, उत्तर दक्षिण और पूर्व की ओर कृषि हरित क्षेत्र है, का भूमि उपयोग "कृषि हरित पट्टी" से बदलकर "सार्वजनिक एवं अर्द्ध सार्वजनिक सुविधाएं" (जिला कारागार/पुलिस थाना) किया जाना प्रस्तावित है।"

2. उक्त अधिधि के दौरान गतिविधि को छोड़कर और सभी कार्यशील दिनों में दिल्ली विकास प्राधिकरण के कार्यालय विकास मीनार, इन्द्रप्रस्थ इस्टेट, नई दिल्ली में प्रस्तावित संशोधनों के चित्र निरीक्षण के लिए उपस्थित होंगे।

[संख्या : एक 20 (33)/80-एम. पी०]

ह०/ अपठित,

सचिव

दिल्ली विकास प्राधिकरण

#### PUBLIC NOTICE

**S.O. 3420.**—The following modifications, which the Central Government proposes to make to the Master Plan for Delhi are hereby published for public information. Any person having any objection or suggestion with respect to the proposed modifications may send the objection or suggestion in writing to the Secretary, Delhi Development Authority, Vikas Minar, Indraprastha Estate, New Delhi within a period of thirty days from the date of this notice. The person making the objection or suggestion should also give his name and address :

#### MODIFICATIONS :

- (i) "Land use of an area, measuring about 40 hectares, located near Village Mandoli and bounded by Road No. 63 (60.96 M. right of way) in the South, Agricultural green-Village Mandoli towards north and west and U.P. Border toward East, is proposed to be changed from "Agricultural Green Belt/Rural use" to "Public and Semi-public Facilities" (District Jail/Police Station)".
- (ii) "Land use of an area, measuring about 40 hectares, located beyond Narela township between 27.10 Km. and 28.10 Km. from Delhi and bounded by Railway line to Ambala in the South-West and Agricultural Green area towards North, South and East, is proposed to be changed from "Agricultural Green Belt" to "Public & Semi-public Facilities" (Distt. Jail/Police Station).

2. The plans indicating the proposed modifications will be available for inspection at the office of the Authority, Vikas Minar, Indraprastha Estate, New Delhi on all working days except Saturdays, within the period referred to above. Dated the.—25-9-1982.

[No. F. 20(33)/80-MP.]

Sd./- Illegible

Secy. Delhi Development Authority.

